Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.249-14	Excusable Delays (Apr 1984)	
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.242-15	Stop-Work Order (Aug 1989)	

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).
"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is:https://www.ipp.gov.
Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

_____
_____
_____
_____
_____

The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.
If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jun 2020) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

__ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

__ (ii) Alternate I (July 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (July 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

__ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

__ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

X (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

1000 Scope of BOA

Purpose
The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your **08/03/2020** e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

Terms and Conditions
In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

Order of Precedence
In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

Ordering Period
This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

Place of Performance
The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

Pricing Structure
The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

Scope and Purpose of Blanket Ordering Agreement
The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

Description of Task Areas

Task Area 1 - Circumvention Client Software
When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

Task Area 2 - Clientless Web Proxies
When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

Task Area 3 – Reserved
There is no plan to award work under Task Area 3 at this time.

Task Area 4 - Electronic Mail Newsletter Distribution
When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

Task Area 5 - Censorship Circumvention Technical Expertise and Support
When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- **Task Area 1**
- **Task Area 2**

Authority
This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

Protests
The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

U.S. AGENCY FOR GLOBAL MEDIA | UNITED STATES BROADCASTING BOARD OF GOVERNORS

330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

Issue date: August 6, 2020

Issue by: USAGM Office of Contracts

Subject: Task Order Request for Proposal #951700-20-R-0020/ TASK 1: Circumvention Client Software

This is a FAR Part 13 solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information .This announcement constitutes the only solicitation; proposals are being requested and no other request for proposals will issued. This solicitation sets forth requirements for proposals for a Task Order contract to provide Circumvention Client Software Services as described in the attached Statement of Work (SOW). Proposals conforming to the solicitation requirements will be evaluated in accordance with the evaluation and award criteria set forth herein. Neither the solicitation nor any part of an Offeror's proposal shall be part of the contract except to the extent expressly incorporated therein by the Contracting Officer. The Offeror's proposal submitted in response to this solicitation shall constitute a firm offer

Proposal Instructions

General

Overview of Process

Proposals shall be delivered via email to Natalie Ellis, Contract Specialist, at nellis@usagm.gov, and J.R Hill at chill@usagm.gov no later than 12:00 p.m. Eastern Daylight Time on Wednesday August 12, 2020. The email Subject line should state – Internet censorship circumvention tools – Sub-task(s) #_____. Offerors shall submit a copy of their written proposals using electronic media in the appropriate MS Word, Excel, and PowerPoint formats. Text shall be presented on 8 ½ x 11-inch paper in Arial or Times New Roman font, no smaller than 12-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes, and legends) with 1-inch margins. These documents may be submitted in PDF format if desired. No hard copies will be accepted.

The Government will award a contract to the responsible Offeror(s) whose proposal(s) the Government deems will result in the best value, price and other factors considered. Best value is defined as the offer that results in the most advantageous acquisition decision for the Government. The Government will select the "best-value" proposal using the factors listed in section 10 herein. An evaluation and analysis of each proposal received will be performed through an integrated assessment and trade-off analysis between technical (e.g., technical approach and past performance) and price factors.

*Firms may submit technical and firm fixed price proposals for either one, two or all three sub tasks. ***The offer shall ensure that its proposal addresses** whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license in accordance with the Government's preference as stated in **section 2.2.3, 3.2.3 and 4.2.3.**

**The offeror must complete the attached pricing table(s) for the base period and each option period for each sub-task as formatted. Failure to submit pricing information in the requested format may result in the offeror's disqualification.

Contract Type

The Government intends to award Firm Fixed Price Task Orders from this solicitation.

Place of Performance

All services shall be performed at the Contractor's facilities.

Period of Performance
(a) The base period of performance of this contract is from August 17, 2020 through August 16, 2021. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start date	End date
Option I	August 17, 2021	August 16, 2022
Option II	August 17, 2022	August 16, 2023
Option III	August 17, 2023	August 16, 2024
Option IV	August 17, 2024	August 16, 2025

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217–9.

(End of clause)

1. STATEMENT OF WORK-BACKGROUND

The United States Agency for Global Media (USGAM) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The USAGM's Office of Internet Freedom (OIF) supports the operations of several USG broadcasters, including the Voice of America (VOA), Radio Free Asia (RFA), Radio Free Europe / Radio Liberty (RFE/RL), Radio and TV Marti, and Middle East Broadcasting Networks, and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The OIF seeks to ensure Internet users in target countries are able to access and securely share USG broadcasters' online news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the OIF to meet its goals of providing uncensored Internet access using a network of servers as a tool to further its Internet anti-censorship efforts for USAGM broadcasters.

2. STATEMENT of WORK SPECIFICATIONS - Circumvention Client Software – Task 1/Sub-task 1

2.1 SUB-TASK 1 - DESKTOP

The Contractor shall implement a system (hereinafter referred to as "client software service") to circumvent Internet censorship imposed by foreign governments and ISPs using software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service.

2.2 TECHNICAL REQUIREMENTS-

2.2.1 This system must allow Internet users in target countries (see 2.2.14) to use client software to circumvent the censorship of the Internet within their country by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic IP addresses which cannot easily be enumerated and blocked.

2.2.2 OPTION: The Contractor shall provide a documented application programming interface (hereafter "API access") to allow access to the client software service programmatically using client software written by parties other than the Contractor. The Contractor shall provide support for the API access as documented (per 2.4.2) to allow client software written by parties other than the Contractor to access the client software service without additional work from Contractor.

2.2.3 USAGM's preference is that the source code of the client and server software be freely available to the general public for download from the web, and licensed under an open source software license (e.g. GNU General Public License, Apache License, or BSD License). This does not however preclude the Contractor from making closed source, proprietary modifications to support the requirements of this contract so long as the open source license used allows such proprietary modifications. ***The offer should ensure that its proposal addresses whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license.**

2.2.4 The client software service shall not require the user to login or set up an account to use the service.

2.2.5 The Contractor shall ensure the provided client software works on Microsoft Windows XP, Windows Vista, Windows 7, Windows 8, Windows 8.1, and Windows 10 operating systems, does not require system administrator access to run, nor require installation on the computer in order to execute. Further, the Contractor must take steps to minimize any traces of the client software on the hard drive and in the Windows Registry if removed.

2.2.6 The Contractor shall ensure that once the end user has started the client software, all data packets transmitted between the end user's personal device and his/her intended destination computer servers using the default web browser shall be transmitted through the client software tunnel to the Contractor's servers until the end user terminates the client software.

2.2.7 The Contractor shall ensure the client and server for the client software service use secure encryption to protect the user's Internet traffic so it cannot be intercepted and observed by foreign government censors between the end user's computer and Contractor's server. The Contractor shall ensure all security flaws in their software are corrected promptly to maintain secure connections for users.

2.2.8 The Contractor shall ensure the client software and server support and transparently tunnel all Hypertext Transfer Protocol (HTTP) and Secure Hypertext Transfer Protocol (HTTPS) traffic from the default browser. USAGM's preference is for all IP traffic to be securely tunneled regardless of the higher level protocol used, including but not limited to, Simple Mail Transfer Protocol (SMTP), Real-Time Streaming Protocol (RTSP), and Multimedia Protocol (MMS), as well as applications including but not limited to, Skype, instant messaging, and Voice over IP (VOIP).

2.2.9 The client software service (including API access if exercised in option 2.2.2) shall have service availability (up time) of 99.9% per year.

2.2.10 The client software service (including API access if exercised in option 2.2.2) shall have the capability to support up to 250,000 simultaneous users across all services.

2.2.11 The client and server software must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the Contracting Officer's Representative (COR), which shall be no greater than 7 days from award.

2.2.12 The Contractor shall make its best effort to block sexually explicit, obscene, and illegal websites in accordance with the laws of the United States of America.

2.2.13 The Contractor shall ensure the client software service (including API access if exercised in option 2.2.2) have the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure the client software service (including API access) is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

2.2.14 In addition to American English, the user interface for the client software shall be localized for users in the target countries (or a sub-set as agreed upon between the COR and the contractor) of China, Iran, Tibet, Vietnam, Burma, Turkmenistan, Uzbekistan, Azerbaijan, Kazakhstan, Kyrgyzstan, Tajikistan, Belarus, Ukraine, Russia, Ethiopia (in Amharic, Afan Oromoo, and Tigrigna), Cuba, Afghanistan (in Dari) and in Arabic for the Middle East. The Contractor shall localize the client software service for up to 4 additional languages to be determined by the COR during the term of the contract at no additional cost.

2.2.15 OPTION: If additional language translations and localizations are required in addition to the languages stated (including the 4 additional languages to be determined) in 2.2.14, the Contracting Officer may award this option and the Contractor shall translate and localize the client software user interface into one additional language as designated by the COR. This option may be awarded multiple times for multiple languages.

2.2.16 The Contractor shall provide separate customized versions of the client software for each of the following USAGM broadcasting services, or a pre-agreed subset, localized in a language per 2.2.14 (or in exercised option 2.2.15), each of which loads a distinct default URL as provided by the COR: Voice of America (VOA) Chinese, VOA Persian News Network, VOA Vietnamese, VOA Burmese, VOA Tibetan, VOA Ukrainian, VOA Russian, VOA Uzbek, VOA Horn of Africa (3 separate versions in Amharic, Afan Oromoo, and Tigrigna), VOA Azeri, VOA Afghan, VOA English, Radio Free Asia (RFA) Mandarin, RFA Cantonese, RFA Tibetan, RFA Vietnamese, RFA Uyghur, Radio Free Europe / Radio Liberty (RFE/RL) Turkmen, RFE/RL Uzbek, RFE/RL Azeri, RFE/RL Kyrgyz, RFE/RL Radio Farda, RFE/RL Belarus, RFE/RL Kazakh, RFE/RL Ukraine, RFE/RL Krymr, RFE/RL Tajik, Office of Cuba Broadcasting (OCB) Radio & TV Marti Noticias, Middle East Broadcasting Networks (MBN) Al-Hurra, MBN Radio Sawa. In addition, the Contractor shall extend this same support to up to 8 additional USAGM broadcast services as determined by the COR during the term of the contract at no additional cost.

2.2.17 OPTION: If support for additional USAGM broadcasting services are required in addition to the services stated (including the 8 additional USAGM broadcast services to be determined) in 2.2.16, the Contracting Officer may award this option at the stated price below, and the Contractor shall provide customized client software for one additional USAGM broadcasting service in a language from those available per 2.2.14 (and in exercised option 2.2.15), with a default URL as provided by the COR. This option may be awarded multiple times for multiple additional USAGM broadcasting services.

2.2.18 The Contractor shall configure each customized version of the client software so that upon startup by the end user, the client software automatically loads the computer's default web browser, and displays a web page as designated by the COR. The Contractor shall prepare customized versions of the client software for each of the USAGM broadcast services as specified in 2.2.16 (and in exercised option 2.2.17), with a customized start page for each version as provided by the COR.

2.2.19 If option 2.2.2 is exercised to provide API access, the Contractor shall prevent unauthorized API access by means of an API key or other similar method. API keys shall only be issued by the Contractor for use in client software written by other than the Contractor as designated by the COR. The Contractor must revoke API keys which have been compromised by unauthorized third parties within 24 hours of discovery or notification by the COR.

2.2.20 If option 2.2.2 is exercised to provide API access, the Contractor may update the API used for API access as the Contractor deems necessary, however API access must remain backward-compatible with the previous documentation for at least 120 days after updated API access documentation has been delivered (per 2.4.2) or the remaining period of this contract (as optionally extended), whichever is less. This backward-compatibility period may be reduced or waived only by a written notification from the COR.

2.2.21 The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service (including API access if exercised in option 2.2.2). This shall include only data transferred and delivered to users in target countries, and specifically exclude both data transferred from source web sites and servers into the Contractor's servers and network, as well as data transferred solely within the Contractor's servers and network. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 2.2.24 to handle demand for data transfer over the contracted limits.

2.2.22 OPTION: If the monthly data transfer requirements for the client software service (including API access if exercised in option 2.2.2) grow beyond the limit stated in 2.2.21, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit of 250 TB, 500 TB, 750 TB, or 1000 TB in additional 250 terabyte (TB) increments. If the actual data transfer usage decreases for 2 consecutive months to below a lower limit, the Contracting Officer may reduce the contracted monthly data transfer requirements to a lower limit. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 2.2.24 to handle demand for data transfer over the contracted limits.

2.2.23 OPTION: If the monthly data transfer requirements for the client software service (including API access if exercised in option 2.2.2), grow beyond the limit stated in 2.2.21, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit in additional 100 terabyte (TB) increments. This option may be awarded multiple times to increase the limit by multiples of 100 TB at a cost per 100 TB as stated in the costs section below.

2.2.24 In the event that user demands for data transfer for the client software service (including API access if exercised in option 2.2.2) appear as if they will exceed the requirements as stated in 2.2.21 (and as modified by any award of options stated in 2.2.22 and 2.2.23), the Contractor shall notify the Contracting Officer when data transferred reaches 90%, and again when it reaches 95% of such limits and may use some combination of rate limiting and traffic shaping techniques to ensure data transferred to end users is limited to meet the contracted data transfer requirements. Additionally, at the request of the COR, the Contractor shall restrict access to the services to users whose source IP addresses are within the target countries for the USAGM broadcasting services supported per 2.2.16 (and as modified by any award of options stated in 2.2.17) in order to reduce data transferred. At no point shall USAGM be responsible for any overage, nor shall USAGM be obligated to exercise any options to increase the limit for data transferred to meet increased user demand.

2.2.25 OPTION: If option 2.2.2 is exercised to provide API access, the Contracting Officer may exercise this option to direct the Contractor to provide technical support and assistance to USG personnel or third parties (as designated by the COR) for integration of third-party client software written by other than the Contractor to permit such software to access Contractor's client software service using documented API access (per 2.2.2). Award of this option shall require the Contractor to be available to perform 5 hours of API integration assistance as directed by the COR to one or more third parties, and this option may be awarded multiple times. This option is only intended to cover circumstances where the

Contractor must provide significant additional API integration support, and need not be awarded to require the Contractor to provide API support as required per 2.2.2.

2.3 ADMINISTRATIVE REQUIREMENTS

2.3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

2.3.2 The Contractor shall submit all software, including source code, used to provide the client software service to an independent security audit per the terms of the attached "Security Audit Standards" document. The Contractor must include the costs for compliance with these requirements, including the hiring of an independent auditor, to the base cost, as well as the costs of option years, of this contract.

2.4 DELIVERABLES

2.4.1 The Contractor shall deliver to the COR, and any USAGM staff and USAGM broadcasting services representatives designated by the COR within the time frame as agreed in 2.2.11, the initial URLs for each customized client software for each USAGM broadcasting service.

2.4.2 If option 2.2.2 is exercised to provide API access, the Contractor shall provide written documentation for API access to the COR, and other USAGM employees and contractors as designated by the COR throughout the duration of this contract, which is sufficient to allow client software written by parties other than the Contractor to access the client software service. Initial API access documentation shall be provided within 10 days of exercise of option 2.2.2, and updated documentation shall be provided within 10 days after the Contractor makes any changes to the API throughout the period of performance.

2.4.3 The Contractor shall provide online web statistics updated at least hourly for the client software service, with secure access granted by username and password to the COR, and any other USAGM staff and USAGM broadcasting services representatives as designated by the COR. The Contractor shall issue individual usernames and passwords for each user, usernames and passwords for USAGM broadcasting services representatives will have access limited to only statistics for the service they represent.

The statistics must include for the client software service, for each USAGM web site:

- Total traffic to the site by volume of data transferred (in Megabytes / Gigabytes / Terabytes as appropriate)
- Number of page views
- Number of visits
- Number of IP addresses
- Country and city of IP address origin

2.4.4 The Contactor shall implement a method to independently verify traffic to USAGM web sites through the client software service, using USAGM's commercially-provided web analytics system. The COR shall provide to the Contractor a list of domains for USAGM web sites to be tracked using this method. The Contractor shall propose in writing a tracking method which will allow USAGM to clearly identify traffic from Contractor's servers (e.g. URL tagging, unique User-Agent string, enumeration of Contractor's IP addresses), which shall be approved by the COR in writing. This method must not compromise Contractor's ability to resist blocking of their traffic (per 2.2.13).

2.4.5 The Contractor shall provide a written monthly status report no later than ten (10) business days after the previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as the statistics gathered as identified in 2.4.3 in aggregate regarding the use and performance of the system, including total number of end users, amount of data transferred, and overall system uptime and availability.

3. STATEMENT of WORK SPECIFICATIONS - Circumvention Client Software Task 1/Sub-task 2

3.1 SUB-TASK 2 – MOBILE APPLICATIONS

The Contractor shall implement a system (hereinafter referred to as "client software service") to circumvent Internet censorship imposed by foreign governments and ISPs using software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service through the use of mobile applications. The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service

3.2 TECHNICAL REQUIREMENTS

3.2.1 The client software service and system must allow Internet users in target countries (see 3.2.14) to use a mobile application to circumvent the censorship of the Internet within their country by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic IP addresses which cannot easily be enumerated and blocked.

3.2.2 OPTION: The Contractor shall provide a documented application programming interface (hereafter "API access") to allow access to the client software service programmatically using client software written by parties other than the Contractor. The Contractor shall provide support for the API access as documented (per 3.4.2) to allow client software written by parties other than the Contractor to access the client software service without additional work from Contractor.

3.2.3 USAGM's preference is that the source code of the mobile application and server software be freely available to the general public for download from the web, and licensed under an open source software license (e.g. GNU General Public License, Apache License, or BSD License). This does not however preclude the

Contractor from making closed source, proprietary modifications to support the requirements of this contract so long as the open source license used allows such proprietary modifications. ***The offer should ensure that its proposal addresses *The offer should ensure that its proposal addresses whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license.**

3.2.4 The client software service shall not require the user to login or set up an account to use the service.

3.2.5 The Contractor shall provide mobile application versions of its client software for the client software service for both the Android operating system which works on Android version 4 and later, as well as the iOS operating system which works on iOS version 9 and later. These applications must work without requiring administrator privileges on the mobile device, and shall not require any "rooting" or "jail breaking" of the mobile device. Further, the Contactor must take steps to minimize any traces of the mobile application versions of the client software if it is uninstalled by the user.

3.2.6 The Contractor shall ensure that once the end user has started the mobile application, all data packets transmitted between the end user's personal device and his/her intended destination computer servers using the default web browser shall be transmitted through the client software tunnel to the Contractor's servers until the end user terminates the client software.

3.2.7 The Contractor shall ensure the mobile application for the client software service and server use secure encryption to protect the user's Internet traffic so it cannot be intercepted and observed by foreign government censors between the end user's mobile device and Contractor's server. The Contractor shall ensure all security flaws in their software are corrected promptly to maintain secure connections for users.

3.2.8 The Contractor shall ensure the mobile application and server support and transparently tunnel all Hypertext Transfer Protocol (HTTP) and Secure Hypertext Transfer Protocol (HTTPS) traffic from the default browser. USAGM's preference is for all IP traffic to be securely tunneled regardless of the higher level protocol used, including but not limited to, Simple Mail Transfer Protocol (SMTP), Real-Time Streaming Protocol (RTSP), and Multimedia Protocol (MMS), as well as applications including but not limited to, Skype, instant messaging, and Voice over IP (VOIP).

3.2.9 The client software service (including API access in exercised option 2.2) shall have service availability (up time) of 99.9% per year.

3.2.10 The client software service (including API access in exercised option 2.2) shall have the capability to support up to 250,000 simultaneous users across all services.

3.2.11 Mobile applications and server software must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the COR, which shall be no greater than 7 days from award.

3.2.12 The Contractor shall make its best effort to block sexually explicit, obscene, and illegal websites in accordance with the laws of the United States of America.

3.2.13 The Contractor shall ensure the client software service (including API access in exercised option 2.2) have the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure the client software service (including API access) is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

3.2.14 In addition to American English, the user interface for the mobile applications shall be localized for users in the target countries of China and Iran. The Contractor shall localize the client software service for up to 4 additional languages to be determined by the COR during the term of the contract at no additional cost.

3.2.15 OPTION: If additional language translations and localizations are required in addition to the languages stated (including the 4 additional languages to be determined) in 3.2.14, the Contracting Officer may award this option at the stated price below, and the Contractor shall translate and localize the mobile application user interface into one additional language as designated by the COR. This option may be awarded multiple times for multiple languages.

3.2.16 The Contractor shall provide separate customized versions of the client software for each of the following USAGM broadcasting services, localized in a language per 3.2.14 (or in exercised option 3.2.15), each of which loads a distinct default URL as provided by the COR: Voice of America (VOA) Chinese, VOA Persian News Network, VOA English, Radio Free Asia (RFA) Mandarin, RFA Cantonese. In addition, the Contractor shall extend this same support to up to 4 additional USAGM broadcast services as determined by the COR during the term of the contract at no additional cost.

3.2.17 OPTION: If support for additional USAGM broadcasting services are required in addition to the services stated (including the 8 additional USAGM broadcast services to be determined) in 3.2.16, the Contracting Officer may award this option at the stated price below, and the Contractor shall provide customized mobile applications for one additional USAGM broadcasting service in a language from those available per 3.2.14 (and in exercised option 3.2.15), with a default URL as provided by the COR. This option may be awarded multiple times for multiple additional USAGM broadcasting services.

3.2.18 The Contractor shall configure each customized version of the mobile application so that upon startup by the end user the mobile application automatically loads the computer's default web browser, and displays a pre-roll video as designated by the COR. The Contractor shall prepare customized versions of the client software and mobile application for each of the USAGM broadcast services as specified in 3.2.16 (and in exercised option 3.2.17), with a customized start page for each version as provided by the COR.

3.2.19 If option 3.2.2 is exercised to provide API access, the Contractor shall prevent unauthorized API access by means of an API key or other similar method. API keys shall only be issued by the Contractor for use in client software written by other than the Contractor as designated by the COR. The Contractor must revoke API keys which have been compromised by unauthorized third parties within 24 hours of discovery or notification by the COR.

3.2.20 If option 3.2.2 is exercised to provide API access, the Contractor may update the API used for API access as the Contractor deems necessary, however API access must remain backward-compatible with the previous documentation for at least 120 days after updated API access documentation has been delivered (per 3.4.2) or the remaining period of this contract (as optionally extended), whichever is less. This backward-compatibility period may be reduced or waived only by a written notification from the COR.

3.2.21 The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service (including API access if exercised in option 3.2.2). This shall include only data transferred and delivered to users in target countries, and specifically exclude both data transferred from source web sites and servers into the Contractor's servers and network, as well as data transferred solely within the Contractor's servers and network. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 3.2.24 to handle demand for data transfer over the contracted limits.

3.2.22 OPTION: If the monthly data transfer requirements for the client software service (including API access) grow beyond the limit stated in 3.2.21, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit of 250 TB, 500 TB, 750 TB, or 1000 TB in additional 250 terabyte (TB) increments. If the actual data transfer usage decreases for 2 consecutive months to below a lower limit, the Contracting Officer may reduce the contracted monthly data transfer requirements to a lower limit. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 3.2.24 to handle demand for data transfer over the contracted limits.

3.2.23 OPTION: If the monthly data transfer requirements for the client software service (including API access) grow beyond the limit stated in 3.2.21 the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit in additional 100 terabyte (TB) increments. This option may be awarded multiple times to increase the limit by multiples of 100 TB at a cost per 100 TB as stated in the costs section below.

3.2.24 In the event that user demands for data transfer for the client software service (including API access in exercised option 3.2.2) appear as if they will exceed the requirements as stated in 3.2.21 (and as modified by any award of options stated in 3.2.22 and 3.2.23), the Contractor shall notify the Contracting Officer when data transferred reaches 90%, and again when it reaches 95% of such limits and may use some combination of rate limiting and traffic shaping techniques to ensure data transferred to end users is limited to meet the contracted data transfer requirements. Additionally, at the request of the COR, the Contractor shall restrict access to the services to users whose source IP addresses are within the target countries for the USAGM broadcasting services supported per 3.2.16 (and as modified by any award of options stated in 3.2.17) in order to reduce data transferred. At no point shall USAGM be responsible for any overage, nor shall USAGM be obligated to exercise any options to increase the limit for data transferred to meet increased user demand.

3.2.25 OPTION: If option 3.2.2 is exercised to provide API access, the Contracting Officer may exercise this option to direct the Contractor to provide technical support and assistance to USG personnel or third parties (as designated by the COR) for integration of third-party client software written by other than the Contractor to permit such software to access Contractor's client software service using documented API access (per 3.2.2). Award of this option shall require the Contractor to be available to perform 5 hours of API integration assistance as directed by the COR to one or more third parties, and this option may be awarded multiple times. This option is only intended to cover circumstances where the Contractor must provide significant additional API integration support, and need

not be awarded to require the Contractor to provide API support as required per 3.2.2.

3.3 ADMINISTRATIVE REQUIREMENTS

3.3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

3.3.2 The Contractor shall submit all software, including source code, used to provide the client software service to an independent security audit per the terms of the attached "Security Audit Standards" document. The Contractor must include the costs for compliance with these requirements, including the hiring of an independent auditor, to the base cost, as well as the costs of option years, of this contract.

3.4 DELIVERABLES

3.4.1 The Contractor shall deliver to the COR, and any USAGM staff and USAGM broadcasting services representatives designated by the COR within the time frame as agreed in 3.2.11, the initial URLs for each customized client software for each USAGM broadcasting service.

3.4.2 If option 3.2.2 is exercised to provide API access, the Contractor shall provide written documentation for API access to the COR, and other USAGM employees and contractors as designated by the COR throughout the duration of this contract, which is sufficient to allow client software written by parties other than the Contractor to access the client software service. Initial API access documentation shall be provided within 10 days of exercise of option 3.2.2, and updated documentation shall be provided within 10 days after the Contractor makes any changes to the API throughout the period of performance.

3.4.3 The Contractor shall provide online web statistics updated at least hourly for the client software service, with secure access granted by username and password to the COR, and any other USAGM staff and USAGM broadcasting services representatives as designated by the COR. The Contractor shall issue individual usernames and passwords for each user, usernames and passwords for USAGM

broadcasting services representatives will have access limited to only statistics for the service they represent.

The statistics must include for the client software service, for each USAGM web site:

- Total traffic to the site by volume of data transferred (in Megabytes / Gigabytes / Terabytes as appropriate)
- Number of sponsorship impressions
- Number Sponsorship clicks.
- Number of IP addresses
- Country and city of IP address origin

3.4.4 The Contactor shall implement a method to independently verify traffic to USAGM web sites through the client software service, using USAGM's commercially-provided web analytics system. The COR shall provide to the Contractor a list of domains for USAGM web sites to be tracked using this method. The Contractor shall propose in writing a tracking method which will allow USAGM to clearly identify traffic from Contractor's servers (e.g. URL tagging, unique User-Agent string, enumeration of Contractor's IP addresses), which shall be approved by the COR in writing. This method must not compromise Contractor's ability to resist blocking of their traffic (per 3.2.13).

3.4.5 The Contractor shall provide a written monthly status report no later than ten (10) business days after the previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as the statistics gathered as identified in 3.4.3 in aggregate regarding the use and performance of the system, including total number of end users, amount of data transferred, and overall system uptime and availability.

4. STATEMENT of WORK SPECIFICATIONS– Circumvention Client Software- Task Area 1 Sub-Task 3

4.1 SUB –TASK 3 – Software Development Kit (SDK)

The Contractor shall implement a system (hereinafter referred to as "Software Development Kit") to circumvent Internet censorship imposed by foreign governments and ISPs which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service.

4.2 TECHNICAL REQUIREMENTS

4.2.1 The SDK system must allow Internet users in target countries to use client software or a mobile application to circumvent the censorship of the Internet within their country by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic IP addresses which cannot easily be enumerated and blocked.

4.2.2 The Contractor shall provide a documented software development kit (hereafter "SDK service") to allow access to the client software service programmatically using client software written by parties other than the Contractor. The Contractor shall provide support for the SDK access to allow client software written by parties other than the Contractor to access the client software service without additional work from Contractor.

4.2.3 USAGM's preference is that the source code of the SDK software be freely available to the general public for download from the web, and licensed under an open source software license (e.g. GNU General Public License, Apache License, or BSD License). This does not however preclude the Contractor from making closed source, proprietary modifications to support the requirements of this contract so long as the open source license used allows such proprietary modifications. ***The offer should ensure that its proposal addresses whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license.**

4.2.4 The SDK service shall have service availability (up time) of 99.9% per year.

4.2.5 The SDK service shall have the capability to support up to 250,000 simultaneous users across all services.

4.2.6 The SDK service must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the COR, which shall be no greater than 7 days from award.

4.2.7 The Contractor shall ensure the SDK service has the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure SDK service is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

4.2.8 The Contractor shall provide technical support and assistance to USG personnel or third parties (as designated by the COR) for integration of third-party client

software written by other than the Contractor to permit such software to access Contractor's SDK service. The Contractor shall provide on average 8 hours of SDK support per month for the initial period of this contract, as well as any optional contract extensions. The COR may direct the Contractor to provide more or less than 8 hours during any given month, however the total number of hours shall not exceed 8 hours times the number of months of the period of performance of this contract, as well as any optional contract extensions.

4.2.9 OPTION: If additional technical support and assistance for integration of third-party client software (per 4.2.8) is needed in excess of 8 hours times the number of months of period of performance of this contract, the Contracting Officer may award this option to require the Contractor to be available to perform 5 hours of API integration assistance as directed by the COR to one or more third parties, and this option may be awarded multiple times.

4.3 ADMINISTRATIVE REQUIREMENTS

4.3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

4.3.2 The Contractor shall submit all software, including source code, used to provide the client software service to an independent security audit per the terms of the attached "Security Audit Standards" document. The Contractor must include the costs for compliance with these requirements, including the hiring of an independent auditor, to the base cost, as well as the costs of option years, of this contract.

4.4 DELIVERABLES

4.4.1 The Contractor shall provide a written monthly status report no later than ten (10) business days after the previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as aggregate statistics regarding the use and performance of the system, including overall system uptime and availability.

5. Requirement for Security Audit Standards- See attached document for guidance

6. Metrics

The Contractor shall provide to the COR and other specified USAGM personnel on-demand access to performance metrics for the use of systems specified in each task. Depending on the nature of the task, this may include both instantaneous (real-time or near real-time) metrics as well as aggregate metrics over specified time periods (i.e. daily, weekly, monthly) and may include such description elements as the number of users, number of visits, breakdown of users by country or origin, destination web site and pages visited, protocol of traffic used, and network bandwidth used.

7. Skill or Relevant Experience Requirement

Each major area of the Contractor's performance requires specialized skills, experience, and capabilities. The Contractor shall be responsible for employing qualified personnel to perform the services required by the resultant Task Order.

The Contractor shall have the personnel, organization, and administrative control necessary to ensure that each task is completed satisfactorily. If questions arise whether the Contractor is using other than qualified personnel, the Contractor shall furnish proof that its personnel possess the proper certifications, qualifications and experience.

8. Acceptance Criteria for Performance and Deliverables

The Contractor shall provide Performance and Deliverables that meet the following criteria:

- **Quality Measures** - Quality measures, as set forth below, will be applied to Overall Performance and to each Deliverable.
- **Accuracy** - Deliverables shall be accurate in presentation and technical content and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness –** Deliverables shall be comprehensive and fully developed.
- **Clarity** - Deliverables shall be clear and concise.
- **Timeliness** - Deliverables shall be generated on or before specified and mutually agreed upon due dates or in accordance with a later scheduled date, should the Contractor and the COR mutually agree upon a later scheduled date.
- **Format** - Deliverables shall be submitted in hard and/or soft copy, as appropriate. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.
- **Inspection and Acceptance Criteria –** Final inspection and acceptance of all Deliverables will be performed on-site by the BOC COR.
- **Quality Assurance/Acceptance –** The Task Manager (TM) and BOC COR will review all draft and final Deliverables that the Contractor submits for completeness, and may return them to the Contractor for correction. Absence of any comments by the BOC COR will not relieve the Contractor of the responsibility for complying with the requirements of this contract. Final approval and acceptance of Deliverables will be granted by the TM and the COR via signature.

9. **Contacting Officer's Representative**

__TBD_____is hereby designated as the Contacting Officer's Representative (COR) for this task order. The COR or may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the task order. The COR and is located at:

The Contractor shall provide the deliverables to the Government as set forth in the table below:

Address		
Role	**Recipient**	**Contact Information**
COR		

10. **Evaluation Factors For Award**

Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the Government's following two (2) factors: The following evaluation factors, listed in descending order of importance, will be used to evaluate the offers

- **Factor 1 –** Technical/and Management Approach
- **Factor 2 –** Price Factor

Factor 1, is the Technical Factor. Factor 2 will be evaluated separately and applied in the determination of best value.

Factor 1: Technical and Management Approach

Technical Approach

An assessment of the proposed technical solution will include an evaluation of the Contractor's understanding of, approach for, fulfilling the technical requirements, based on the depth, and completeness of providing a solution to the Government's requirements as stated in the statement of work (SOW)

Management Approach
USGM is seeking a capable, financially sound company with a demonstrated commitment to quality assurance as well as a demonstrated ability to provide the professional services necessary to fulfill the support of the requirement. An assessment of the proposal will include an evaluation of the Contractor's approach for fulfilling all requirements, including ability to fulfill operational, support and reporting requirements and ability to meet required delivery timeframes.

Factor 2: Price

General

The price evaluation will include price completeness and accuracy, price realism, price reasonableness, price risk, and total cost to the Government.

Price Realism
The Offerors are placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

Price Reasonableness
An evaluation of the Offerors' price proposals will be made to determine if they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal. Reasonableness determinations will be made by determining if competition exists, by comparing bid prices with established commercial or GSA price schedules, or by comparing bid prices with the Government estimate.

Price Risk
Price risk refers to any aspect of the Offerors' proposals that could have significant negative cost consequences for the Government. Proposals will be assessed to identify potential price risk. Where price risk is assessed, it may be described in quantitative terms or used as a best value discriminator.

Price-Related Factor Evaluation

The price proposal will be evaluated on the total of the base year price plus any option periods. The Government will evaluate offers for award purposes by adding the total price for all quantities and services for a solution.

Best Value Award Determination

The USAGM's evaluation will be based on a process of trade-offs that will result in a best value solution. Accordingly, the Government intends to make one or more awards under this solicitation based on factors other than price alone to one or more vendors whose proposal: (1) conforms to the solicitation requirements; (2) provides the best overall technical solution that meets the Government's needs; (3) whose experience and past performance history provides the Government with a high degree of confidence of the vendor's probability of successful contract performance; and (4) whose proposed price the Government deems fair and reasonable.

The Government is more concerned with obtaining superior technical and management capabilities than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve a slightly superior technical solution.

Project Title:	TASK 1-Circumvention Client Software Services/ Sub-Task Area 1-Desktop	Attachment 3
Requisition Number:		
Office	OIF	
RFP #:	951700-20-R-0020	
Expected Contract Type:	FFP with FFP Optional Requirements	

	SOW Reference	Base Period	Option 1	Option 2	Option 3	Option 4	TOTAL
FIRM FIXED PRICE REQUIREMENT							
Task 1/Sub-Task Area 1-DESKTOP Client Software Services with a minimum of 100 TB	2.1, 2.2.1, 2.2.3 thru 2.2.14, 2.2.16, 2.2.18 thru 2.2.21, 2.2.24	$	$	$	$	$	$ -

Optional Requirements	**SOW Reference**	**Base**	**Option 1**	**Option 2**	**Option 3**	**Option 4**
API Access	2.2.2	$	$	$	$	$
Translation and localization of user interface for client software per language	2.2.15	$	$	$	$	$
Expanding client software service to additional USAGM broadcasting service	2.2.17	$	$	$	$	$
Price of increased data transfer per month	2.2.22					
250 TB per month		$	$	$	$	$
500 TB per month		$	$	$	$	$
750 TB per month		$	$	$	$	$
1000 TB per month		$	$	$	$	$
Additional data transfer per month over 1000 TB	2.2.23					
Price per 100 TB per month		$	$	$	$	$
5 hour API integration support	2.2.25					
Price per 5 hours		$	$	$	$	$

ATTACHMENT 1 -PRICING TABLE -TASK 1:CIRCUMVENTION CLIENT SOFTWARE SERVICES

Attachment 3

Project Title:	TASK 1-Circumvention Client Software Services/Sub-Task Area 2-Mobile Applications
Requisition Number:	
Office	OIF
RFP #:	951700-20-R-0020
Expected Contract Type:	FFP with FFP Optional Requirements

	SOW Reference	Base Period	Option 1	Option 2	Option 3	Option 4	TOTAL
FIRM FIXED PRICE REQUIREMENT							
Task 1/Sub-Task Area 2 MOBILE APPLICATIONS-Client Software Services with a minimum of 100 TB	3.1,3.2.1, 3.2.3 thru 3.2.14, 3.2.16, 3.2.18 thru 3.2.21, 3.2.24	$	$	$	$	$	$ -

Optional Requirements	SOW Reference	Base	Option 1	Option 2	Option 3	Option 4
API Access	3.2.2	$	$	$	$	$
Translation and localization of user interface for client software per language	3.2.15	$	$	$	$	$
Expanding client software service to additional USAGM broadcasting service	3.2.17	$	$	$	$	$
Price of increased data transfer per month	3.2.22					
250 TB per month		$	$	$	$	$
500 TB per month		$	$	$	$	$
750 TB per month		$	$	$	$	$
1000 TB per month		$	$	$	$	$
Additional data transfer per month over 1000 TB	3.2.23					
Price per 100 TB per month		$	$	$	$	$
5 hour API integration support	3.2.25					
Price per 5 hours		$	$	$	$	$

ATTACHMENT 1 -PRICING TABLE -TASK 1:CIRCUMVENTION CLIENT SOFTWARE SERVICES

Project Title:	TASK 1-Circumvention Client Software Services/Sub-Task Area 3-SDK
Requisition Number:	
Office	OIF
RFP #:	951700-20-R-0020
Expected Contract Type:	FFP with FFP Optional Requirements

FIRM FIXED PRICE REQUIREMENT	**SOW Reference**	**Base Period**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**TOTAL**
Task 1/Sub-Task Area 3-SOFTWARE DEVELOPMENT KIT(SDK)	4.1, 4.2.1 thru 4.2.8	$ -	$ -	$ -	$ -	$ -	$ -
Optional Requirements							
5 hours additional SDK integration support	4.2.9	$ -	$ -	$ -	$ -	$ -	

ATTACHMENT 2
USAGM -**Security Audit Standards**

The United States Agency for Global Media will apply the following security audit standards to all Recipients that develop, modify, or maintain computer software for anti-censorship and secure communication technologies.

Definitions:

- **Funder:** The entity providing funds to support anti-censorship and secure communication technologies.

- **Recipient:** The entity receiving funds to develop, modify, or maintain computer software for anti-censorship and/or secure communication technologies.

- **Agreement:** The legal instrument used by the Funder to provide funds to the Recipient (e.g. contract, grant, or cooperative agreement.)

- **Developed Technology:** The software or hardware that has been implemented by the Recipient. This includes technologies developed, modified, or maintained under the Agreement, including all source code, build systems/tools, tests, design diagrams, hardware specifications, computer executable format code, etc.

- **Auditor(s):** A Funder approved independent third-party organization, which provides comprehensive security assessment audit services or products of Developed Technology.

- **Notable Risk:** A finding from a security audit that has been deemed to be a significant risk to the users of the Developed Technology. In the course of their business Auditors will provide guidance as to what constitutes significant risk (i.e. A "Critical" or "High" risk on a subjective scale.) Funder has final say on which particular reported issues constitute a Notable Risk that Receipts must take mandatory action to remediate or mitigate.

Standard Requirements:

- Within 60 days of the execution of the Agreement or prior to deployment for public use, the Recipient shall submit all Developed Technology directly to the Auditor which shall include architectural design and source code review.
- The Funder shall designate one or more Auditors to conduct the security audit at no expense to the Recipient.
- The Funder shall review and approve the audit scope of work prior to the start of the audit.
- The third-party security auditor may sign a non-disclosure agreement (NDA) provided by the Recipient, as a condition of accessing and reviewing the Recipient's Developed Technology. The NDA shall be subject to review and approval by the Funder, and must allow the third-party security auditor to disclose

all finding and results of their audit to the Funder, but shall not require disclosure of the Recipient's source code to the United States Government (USG). The NDA must include public disclosure provisions that allow for public reporting of vulnerabilities by that remain unresolved 180 days after the audit report has been delivered to the Recipient.

- If the Recipient has already within the previous year, or is currently undergoing, a comprehensive security audit conducted by an Auditor or third-party, the Funder may, at their discretion, accept the report from that Auditor or third-party in lieu of requiring a separate audit.
- The Recipient shall resolve all Notable Risks, and provide a report to the Funder outlining the steps they have taken to resolve all issues within 90 days of receiving the report from Auditor. Whenever possible or practicable, the Recipient shall provide documentation to attest to the implementation of changes necessary to resolve significant issues (such as access to public repositories of open-source code, if applicable, with logs of code updates).
- If deemed necessary by the Funder, the Recipient shall undergo a second, follow-up security audit to confirm Notable Risks have been remediated or mitigated.
- If all significant issues have not been resolved by the completion of a second audit, the Funder reserves the right to terminate the Agreement. Upon termination of the Agreement, the third-party auditor has the right to publically disclose all unresolved vulnerabilities.
- The Funder strongly encourages the Recipient to publish the final audit report once all vulnerabilities have been remediated. If any report is publicly disclosed in any manner (i.e. stored in source repository, blog post, web site, public FTP server, etc.) both Auditor and Funder shall be notified at least one week in advance.

U.S. AGENCY FOR GLOBAL MEDIA | UNITED STATES BROADCASTING BOARD OF GOVERNORS

330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

Issue date: August 6, 2020

Issue by: USAGM Office of Contracts

Subject: Task Order Request for Proposal #951700-20-R-0021/ TASK 2: **Clientless Web Proxies**

This is a FAR Part 13 solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information .This announcement constitutes the only solicitation; proposals are being requested and no other request for proposals will issued. This solicitation sets forth requirements for proposals for a Task Order contract to provide Circumvention Client Software Services as described in the attached Statement of Work (SOW). Proposals conforming to the solicitation requirements will be evaluated in accordance with the evaluation and award criteria set forth herein. Neither the solicitation nor any part of an Offeror's proposal shall be part of the contract except to the extent expressly incorporated therein by the Contracting Officer. The Offeror's proposal submitted in response to this solicitation shall constitute a firm offer

Proposal Instructions

General

Overview of Process

Proposals shall be delivered via email to Natalie Ellis, Contract Specialist, at nellis@usagm.gov, and J.R. Hill, Contracting Officer , at chill@usagm.gov, no later than 12:00 p.m. Eastern Daylight Time on Wednesday August 12, 2020. The email Subject line should state **– Task 2-Clientless Web Proxies.** Offerors shall submit a copy of their written proposals using electronic media in the appropriate MS Word, Excel, and PowerPoint formats. Text shall be presented on 8 ½ x 11-inch paper in Arial or Times New Roman font, no smaller than 12-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes, and legends) with 1-inch margins. These documents may be submitted in PDF format if desired. No hard copies will be accepted.

The Government will award a contract to the responsible Offeror(s) whose proposal(s) the Government deems will result in the best value, price and other factors considered. Best value is defined as the offer that results in the most advantageous acquisition decision for the Government. The Government will select the "best-value" proposal using the factors listed in section 10 herein. An evaluation and analysis of each proposal received will be performed through an integrated assessment and trade-off analysis between technical (e.g., technical approach and past performance) and price factors.

**The offeror must complete the attached pricing table(s) for the base period and each option period for each sub-task as formatted. Failure to submit pricing information in the requested format may result in the offeror's disqualification.

Contract Type

The Government intends to award Firm Fixed Price Task Orders from this solicitation.

Place of Performance

All services shall be performed at the Contractor's facilities.

Period of Performance

(a) The base period of performance of this contract is from August 17, 2020 through August 16, 2021. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start date	End date
Option I	August 17, 2021	August 16, 2022
Option II	August 17, 2022	August 16, 2023
Option III	August 17, 2023	August 16, 2024
Option IV	August 17, 2024	August 16, 2025

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217–9.

(End of clause)

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. BACKGROUND

The United States Agency for Global Media (USAGM) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The USAGM's Office of Internet Freedom (OIF) supports the operations of several USG broadcasters, including the Voice of America (VOA), Radio Free Asia (RFA), Radio Free Europe / Radio Liberty (RFE/RL), Radio and TV Marti, and Middle East Broadcasting Networks, and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The OIF seeks to ensure Internet users in target countries are able to access and securely share USG broadcasters' online news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the OIF to meet its goals of providing uncensored Internet access using a network of servers as a tool to further its Internet anti-censorship efforts for USAGM broadcasters.

2 TECHNICAL REQUIREMENTS

2.1 The Contractor shall implement a system (hereafter "the web proxy service") to circumvent Internet censorship imposed by foreign governments and Internet

Service Providers (ISPs) using a browser-based web proxy with an aggregate monthly data transfer of 50 terabytes (TB) to end users of the web proxy service. This system must allow Internet users in target countries (see 2.18) to use a web browser to circumvent the censorship of the Internet within their country by accessing a web-based proxy operated by the Contractor which are distributed globally and use a diverse set of dynamic Internet Protocol (IP) addresses which cannot easily be enumerated and blocked.

2.2 The web proxy service shall not require users to login or set up accounts to use the advertised web proxy addresses, but shall have the capability to allow users to optionally set up accounts and receive a private web proxy address, and to share this private web proxy address with other users through social networking by granting permissions to the invited users.

2.3 The web proxy service shall be accessible by using only commonly and freely available web browsers and plug-ins including, at a minimum, Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome, Adobe Flash Player, and Microsoft Windows Media Player.

2.4 The web proxy service shall support display of web pages with embedded Adobe Flash content such as Flash videos and Flash animations.

2.5 Once the user has initiated a connection to the web proxy service through his/her web browser, the Contractor shall ensure all data packets transmitted between the end user's personal computer and his/her intended destination computer servers or websites shall be transmitted through the Contractor's web proxy network unless the user explicitly terminates the web proxy session by explicitly entering another URL in the browser address bar.

2.6 The Contractor shall ensure all data packets transmitted between web proxy users' personal computers and the Contractor's servers shall be encrypted using Secure Sockets Layer (SSL) and Secure Hypertext Transfer Protocol (HTTPS).

2.7 The Contractor shall provide USAGM a new set of web proxy addresses upon request by the Contracting Officer's Representative (COR) or when any of the current set of proxy addresses becomes inaccessible for users in targeted countries. The Contractor shall provide a new set of web proxy addresses to USAGM within 24 hours following the request or when Internet blockage in targeted countries is detected.

2.8 The web proxy service shall have service availability (up time) of 99.9% per year.

2.9 The web proxy service shall have the capability to support up to 250,000 simultaneous users in aggregate across all services.

2.10 The web proxy software must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the COR, which shall be no greater than 7 days from award.

2.11 A "jump bar" shall be provided on all web proxy servers to allow proxy users to navigate to any other website of their choosing, subject to restrictions stated in this Statement of Work.

2.12 The proxy service shall support the use of HTTP cookies. Cookies shall be encrypted and shall only be accessible by the Contractor's proxy servers. Cookies shall not be used to reveal proxy users' identity or retrieve any personal information.

2.13 The Contractor shall make its best effort to block sexually explicit, obscene, and illegal websites in accordance with the laws of the United States of America.

2.14 The Contractor shall ensure the web proxy service has the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure the web proxy service is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

2.15 The web proxy service shall have the capability to gather user information (including, but not limited to, geo-location, date, time, and URL visited, etc.) and store such information in a secured log database, which is strictly controlled. The information gathered shall be provided to USAGM for analysis upon request.

216 In addition to American English, the user interface for the web proxy service shall be localized for China, Iran, Tibet, Vietnam, Burma, Turkmenistan, Uzbekistan, Azerbaijan, Kazakhstan, Kyrgyzstan, Tajikistan, Belarus, Ukraine, Russia, Ethiopia (in Amharic, Afan Oromoo, and Tigrigna), Cuba, Afghanistan (in Dari) and in Arabic for the Middle East. The Contractor shall localize the web proxy service for up to 4 additional languages to be determined by the COR during the term of the contract.

2.17 OPTION: If additional language translations and localizations are required, the Contracting Officer may award this option, and the Contractor shall translate and localize the web proxy service user interface into one additional language as designated by the COR. This option may be awarded multiple times for multiple languages.

2.18 The Contractor shall provide separate web proxy addresses for each of the following USAGM broadcasting services, localized in a language per 2.16 (or in exercised option.2.17), each of which loads a distinct default URL as provided by the COR: Voice of America (VOA) Chinese, VOA Persian News Network, VOA Vietnamese, VOA Burmese, VOA Tibetan, VOA Ukrainian, VOA Russian, VOA Uzbek, VOA Horn of Africa (3 separate versions in Amharic, Afan Oromoo, and Tigrigna), VOA Azeri, VOA Afghan, VOA English, Radio Free Asia (RFA) Mandarin, RFA Cantonese, RFA Tibetan, RFA Vietnamese, RFA Uyghur, Radio Free Europe / Radio Liberty (RFE/RL) Turkmen, RFE/RL Uzbek, RFE/RL Azeri, RFE/RL Kyrgyz, RFE/RL Radio Farda, RFE/RL Belarus, RFE/RL Kazakh, RFE/RL Ukraine, RFE/RL Krymr, RFE/RL Tajik, Office of Cuba Broadcasting (OCB) Radio & TV Marti Noticias, Middle East Broadcasting Networks (MBN) Al-Hurra, MBN Radio Sawa. In addition, the Contractor shall extend this same support to up to 8 additional USAGM broadcast services as determined by the COR during the term of the contract.

2.19 OPTION: If support for additional USAGM broadcasting services are required, the Contracting Officer may award this option, and the Contractor shall provide new web proxy addresses for one additional USAGM broadcasting service in a language from those available per 2.16 (or in exercised option 2.17), with a default URL as provided by the COR. This option may be awarded multiple times for multiple additional USAGM broadcasting services.

2.20 The Contractor shall ensure the web proxy service does not purposely block users on mobile devices by restriction of web browser types allowed or other policy-based controls.

2.21 The Contractor must not display any intermediate or interstitial web pages to the user upon the user's loading the web proxy URL in their web browser. The user shall be taken directly to the proxied version of the target web page for the USAGM broadcaster to which the web proxy is assigned, with only the addition of the jump bar (per .2.11) to the page by the Contractor.

2.22 The Contractor shall provide aggregate monthly data transfer of 50 terabytes (TB) to end users of the web proxy service. This shall include only data transferred and delivered to users in target countries, and specifically exclude both data transferred from source web sites and servers into the Contractor's servers and network, as well as data transferred solely within the Contractor's servers and network. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 2.24 to handle demand for data transfer over the contracted limits.

2.23 OPTION: If the data transfer requirements for the web proxy grow beyond the limit stated in 2.22, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit in 5 terabyte (TB) increments. The Contracting Officer may exercise this option multiple times.

2.24 In the event that user demands for data transfer for the web proxy service exceed the requirements as stated in 2.22 (and as modified by any award of options stated in.2.23), the Contractor may use some combination of rate limiting and traffic shaping techniques to ensure data transferred to end users is limited to meet the data transfer requirements for each service. Additionally, at the request of the COR, the Contractor shall restrict access to the services to users whose source IP addresses are within the target countries for the USAGM broadcasting services supported per 2.18 (and as modified by any award of options stated in.2.19) in order to reduce data transferred.

3 ADMINISTRATIVE REQUIREMENTS

3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging 2 calls per month of approximately one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

4 DELIVERABLES

4.1 The Contractor shall deliver to the COR, and any USAGM staff and USAGM broadcasting services representatives designated by the COR within the time frame as agreed in 2.10, the initial URLs for each web proxy service for each USAGM broadcasting service.

4.2 The Contractor shall provide online web statistics updated at least hourly for the web proxy service, with secure access granted by username and password to the COR, and any other USAGM staff and USAGM broadcasting services representatives as designated by the COR. The Contractor shall issue individual usernames and passwords for each user, usernames and passwords for USAGM broadcasting services representatives will have access limited to only statistics for the service they represent.

The statistics must include for each of the web proxy service, for each USAGM web site:

- Total traffic to the site by volume of data transferred (in Megabytes / Gigabytes / Terabytes as appropriate)
- Number of page views
- Number of visits
- Number of IP addresses
- Country and city of IP address origin
- Top 100 pages by URL
- Total traffic to all sites by volume of data transferred
- Total number of page views to all sites
- Total number of visits to all sites
- Top 100 domains accessed by number of visits
- Number of IP addresses
- Country and city of IP address origin

4.3 The Contractor shall provide to the COR and USAGM staff designated by the COR, a URL, secured by username and password, for near real-time statistics, updated every 5 minutes, which when accessed provides a simple text file containing the aggregate usage of the web proxy service in the last 5 minutes, which contains on each line of the file only the country code for each of the target countries for the USAGM broadcasting services (per 2.18), followed by the number of unique IP addresses seen from that country code in the last 5 minutes, followed by the number of page views seen from that country code in the last 5 minutes. The order of the country codes must remain the same in each file, with any new country codes added to the end of the file, and each field separated by a single space.

4.4 The Contractor shall provide a written monthly status report no later than ten (10) business days after previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as the statistics gathered as identified in 4.2 in aggregate regarding the use and performance of the system, including total number of end users, amount of data transferred, and overall system uptime and availability.

4.5 The Contactor shall implement a method to independently verify traffic to USAGM web sites through the web proxy service, using USAGM's commercially-provided web analytics system. The COR shall provide to the Contractor a list of domains for USAGM web sites to be tracked using this method. The Contractor shall propose in writing a tracking method which will allow USAGM to clearly identify traffic from Contractor's servers (e.g. URL tagging, unique User-Agent string, enumeration of Contractor's IP addresses),

which shall be approved by the COR in writing. This method must not compromise Contractor's ability to resist blocking of their traffic (per 2.14)

5. **Requirement for Security Audit Standards- See attached document for guidance**

6. **Metrics**

The Contractor shall provide to the COR and other specified USAGM personnel on-demand access to performance metrics for the use of systems specified in each task. Depending on the nature of the task, this may include both instantaneous (real-time or near real-time) metrics as well as aggregate metrics over specified time periods (i.e. daily, weekly, monthly) and may include such description elements as the number of users, number of visits, breakdown of users by country or origin, destination web site and pages visited, protocol of traffic used, and network bandwidth used.

7. **Skill or Relevant Experience Requirement**

Each major area of the Contractor's performance requires specialized skills, experience, and capabilities. The Contractor shall be responsible for employing qualified personnel to perform the services required by the resultant Task Order.

The Contractor shall have the personnel, organization, and administrative control necessary to ensure that each task is completed satisfactorily. If questions arise whether the Contractor is using other than qualified personnel, the Contractor shall furnish proof that its personnel possess the proper certifications, qualifications and experience.

8. **Acceptance Criteria for Performance and Deliverables**

The Contractor shall provide Performance and Deliverables that meet the following criteria:

- **Quality Measures** - Quality measures, as set forth below, will be applied to Overall Performance and to each Deliverable.
- **Accuracy** - Deliverables shall be accurate in presentation and technical content and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness –** Deliverables shall be comprehensive and fully developed.
- **Clarity** - Deliverables shall be clear and concise.

- **Timeliness** - Deliverables shall be generated on or before specified and mutually agreed upon due dates or in accordance with a later scheduled date, should the Contractor and the COR mutually agree upon a later scheduled date.
- **Format** - Deliverables shall be submitted in hard and/or soft copy, as appropriate. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.
- **Inspection and Acceptance Criteria –** Final inspection and acceptance of all Deliverables will be performed on-site by the BOC COR.
- **Quality Assurance/Acceptance –** The Task Manager (TM) and BOC COR will review all draft and final Deliverables that the Contractor submits for completeness, and may return them to the Contractor for correction. Absence of any comments by the BOC COR will not relieve the Contractor of the responsibility for complying with the requirements of this contract. Final approval and acceptance of Deliverables will be granted by the TM and the COR via signature.

9. Contacting Officer's Representative

__TBD_____is hereby designated as the Contacting Officer's Representative (COR) for this task order. The COR or may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the task order. The COR and is located at:

The Contractor shall provide the deliverables to the Government as set forth in the table below:

Address		
Role	**Recipient**	**Contact Information**
COR		

10. Evaluation Factors For Award

Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the Government's following two (2) factors: The following evaluation factors, listed in descending order of importance, will be used to evaluate the offers

- **Factor 1 –** Technical/and Management Approach
- **Factor 2 –** Price Factor

Factor 1, is the Technical Factor. Factor 2 will be evaluated separately and applied in the determination of best value.

Factor 1: Technical and Management Approach

Technical Approach

An assessment of the proposed technical solution will include an evaluation of the Contractor's understanding of, approach for, fulfilling the technical requirements, based on the depth, and completeness of providing a solution to the Government's requirements as stated in the statement of work (SOW)

Management Approach
USGM is seeking a capable, financially sound company with a demonstrated commitment to quality assurance as well as a demonstrated ability to provide the professional services necessary to fulfill the support of the requirement. An assessment of the proposal will include an evaluation of the Contractor's approach for fulfilling all requirements, including ability to fulfill operational, support and reporting requirements and ability to meet required delivery timeframes.

Factor 2: Price

General

The price evaluation will include price completeness and accuracy, price realism, price reasonableness, price risk, and total cost to the Government.

Price Realism
The Offerors are placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

Price Reasonableness
An evaluation of the Offerors' price proposals will be made to determine if they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal. Reasonableness determinations will be made by determining if competition exists, by comparing bid prices with established commercial or GSA price schedules, or by comparing bid prices with the Government estimate.

Price Risk
Price risk refers to any aspect of the Offerors' proposals that could have significant negative cost consequences for the Government. Proposals will be assessed to identify potential price risk. Where price risk is assessed, it may be described in quantitative terms or used as a best value discriminator.

Price-Related Factor Evaluation

The price proposal will be evaluated on the total of the base year price plus any option periods. The Government will evaluate offers for award purposes by adding the total price for all quantities and services for a solution.

Best Value Award Determination

The USAGM's evaluation will be based on a process of trade-offs that will result in a best value solution. Accordingly, the Government intends to make one or more awards under this solicitation based on factors other than price alone to one or more vendors whose proposal: (1) conforms to the solicitation requirements; (2) provides the best overall technical solution that meets the Government's needs; (3) whose experience and past performance history provides the Government with a high degree of confidence of the vendor's probability of successful contract performance; and (4) whose proposed price the Government deems fair and reasonable.

The Government is more concerned with obtaining superior technical and management capabilities than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve a slightly superior technical solution.

Attachment 3

Project Title:	Task 2: Clientless Web Proxy
Requisition Number:	
Office	OIF
RFP #:	951700-20-R-0021
Expected Contract Type:	FFP with FFP Optional Requirements

FIRM FIXED PRICE REQUIREMENT	**SOW Reference**	**Base Period**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**TOTAL**
Implement a system (hereafter "the web proxy service") to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using a browser-based web proxy.	2.1 thru 2.16, 2.18, 2.20 thru 2.21	$	$	$	$	$	$ -

Optional Requirements	**SOW Reference**	**Base**	**Option 1**	**Option 2**	**Option 3**	**Option 4**
Translation and localization of user interface for web proxy service per additional language	2.17	$	$	$	$	$
Expanding web proxy service to additional USAGM broadcasting service	2.19	$	$	$	$	$
5 TB additional data transfer per month	2.23	$	$	$	$	$

ATTACHMENT 2
USAGM -**Security Audit Standards**

The United States Agency for Global Media will apply the following security audit standards to all Recipients that develop, modify, or maintain computer software for anti-censorship and secure communication technologies.

Definitions:

- **Funder:** The entity providing funds to support anti-censorship and secure communication technologies.

- **Recipient:** The entity receiving funds to develop, modify, or maintain computer software for anti-censorship and/or secure communication technologies.

- **Agreement:** The legal instrument used by the Funder to provide funds to the Recipient (e.g. contract, grant, or cooperative agreement.)

- **Developed Technology:** The software or hardware that has been implemented by the Recipient. This includes technologies developed, modified, or maintained under the Agreement, including all source code, build systems/tools, tests, design diagrams, hardware specifications, computer executable format code, etc.

- **Auditor(s):** A Funder approved independent third-party organization, which provides comprehensive security assessment audit services or products of Developed Technology.

- **Notable Risk:** A finding from a security audit that has been deemed to be a significant risk to the users of the Developed Technology. In the course of their business Auditors will provide guidance as to what constitutes significant risk (i.e. A "Critical" or "High" risk on a subjective scale.) Funder has final say on which particular reported issues constitute a Notable Risk that Receipts must take mandatory action to remediate or mitigate.

Standard Requirements:

- Within 60 days of the execution of the Agreement or prior to deployment for public use, the Recipient shall submit all Developed Technology directly to the Auditor which shall include architectural design and source code review.
- The Funder shall designate one or more Auditors to conduct the security audit at no expense to the Recipient.
- The Funder shall review and approve the audit scope of work prior to the start of the audit.
- The third-party security auditor may sign a non-disclosure agreement (NDA) provided by the Recipient, as a condition of accessing and reviewing the Recipient's Developed Technology. The NDA shall be subject to review and approval by the Funder, and must allow the third-party security auditor to disclose

all finding and results of their audit to the Funder, but shall not require disclosure of the Recipient's source code to the United States Government (USG). The NDA must include public disclosure provisions that allow for public reporting of vulnerabilities by that remain unresolved 180 days after the audit report has been delivered to the Recipient.

- If the Recipient has already within the previous year, or is currently undergoing, a comprehensive security audit conducted by an Auditor or third-party, the Funder may, at their discretion, accept the report from that Auditor or third-party in lieu of requiring a separate audit.
- The Recipient shall resolve all Notable Risks, and provide a report to the Funder outlining the steps they have taken to resolve all issues within 90 days of receiving the report from Auditor. Whenever possible or practicable, the Recipient shall provide documentation to attest to the implementation of changes necessary to resolve significant issues (such as access to public repositories of open-source code, if applicable, with logs of code updates).
- If deemed necessary by the Funder, the Recipient shall undergo a second, follow-up security audit to confirm Notable Risks have been remediated or mitigated.
- If all significant issues have not been resolved by the completion of a second audit, the Funder reserves the right to terminate the Agreement. Upon termination of the Agreement, the third-party auditor has the right to publically disclose all unresolved vulnerabilities.
- The Funder strongly encourages the Recipient to publish the final audit report once all vulnerabilities have been remediated. If any report is publicly disclosed in any manner (i.e. stored in source repository, blog post, web site, public FTP server, etc.) both Auditor and Funder shall be notified at least one week in advance.

Radio Free Asia

August 11, 2020

U.S. Agency for Global Media
330 Independence Avenue SW
Washington, DC 20237

Hello Mora:

As per Mr. Pack's request in his letter of August 10, enclosed please find check #67198 in the amount of $2,910,038.10. This amount is the Unobligated balance due to Open Technology Fund (OTF) as per the review performed by Calibre, RFA's auditors (report attached).

I am also attaching the Grant Amendment #016 dated September 23, 2019,that granted $500,000 to RFA (and similar amounts to RFE/RL and MBN). This amount is not included in the funds to be refunded to USAGM. The $500,000 is based on the approved Internet Freedom (IF) program plan for RFA to use on IF projects. These funds are not related to OTF.

Please contact me if you have any questions.

Sincerely,

Parameswaran Ponnudurai
Acting President

Enclosures

2025 M Street, NW
Suite 300
Washington, DC 20036

T 202 530 4900
F 202 530 7796
www.rfa.org

RADIO FREE ASIA • WASHINGTON, DC 20036

067198

OUR REF NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT	NET CHECK AMOUNT
174085	FY19-UNOB	08/11/2020	$2.910.038.10	$2.910.038.10	$.00	$2.910.038.10
	SUBTOTALS		$2,910,038.10	$2,910,038.10	$.00	$2,910,038.10
	TOTALS		$2,910,038.10	$2,910,038.10	$.00	$2,910,038.10

VOID FEATURE PANTOGRAPH

RADIO FREE ASIA
2025 M STREET, N.W., STE #300
WASHINGTON, DC 20036
202-530-4900

BANK OF AMERICA
ACH R/T 054001204

15-120/540

067198

WATERMARK IN PAPER – HOLD TO LIGHT TO VIEW

DATE	CONTROL NO.	AMOUNT
08/11/2020	000067198	$2,910,038.10

PAY

Two Million Nine Hundred Ten Thousand Thirty Eight And 10/100 Dollars

TO THE ORDER OF

USAGM
330 INDEPENDENCE AVE SW
WASHINGTON, DC 20037
UNITED STATES OF AMERICA

Bernadette Meehan Burns MP

MP
AUTHORIZED SIGNATURE

⑈067198⑈ ⑆054001204⑆ [redacted]⑈

MBN

Middle East Broadcasting Networks, Inc.
7600 Boston Blvd
Suite D
Springfield, VA 22153
703-852-9000

HSBC Bank USA N.A.
New Jersey
1-108/210

000065422

DATE	CONTROL NO.	AMOUNT
08/11/2020	000065422	$500,000.00

PAY Five Hundred Thousand And 00/100 Dollars

To The Order Of U.S. AGENCY FOR GLOBAL MEDIA (USAGM)
330 INDEPENDENCE AVENUE SOUTH WEST
ROOM 1657
WASHINGTON, DC 20237

Memo: _____

Security features. Details on back.

⑈000065422⑈ ⑆021001088⑆ [redacted]⑈

Middle East Broadcasting Networks, Inc. 65422

Voucher No.	Invoice Number	Invoice Date	PO Number	Vendor ID	Net Amount Paid
212222	RETURN USAGM	08/11/2020		40047	$500,000.00
Subtotals					$500,000.00
Totals					$500,000.00
	Check Notes				

From: Jonathan Bronitsky <JBronitsky@usagm.gov>
Sent: Thursday, August 13, 2020 1:39 PM
To: Daniel Lippman
Subject: RE: Time-sensitive request for comment

Dan,

The following re the Front Office, Ms. Namdar, and OIF+OTF is available on background, attributable to a "USAGM spokesperson."

(By the way, I've noticed a disturbing tendency – *Politico* runs full quotes of those assailing USAGM, but runs only partial and incomplete quotes of our responses to attacks.)

Thanks for reaching out.

Sincerely,
Jonathan

=====

Re USAGM leadership:

"CEO Pack has chosen an elite leadership team comprised of subject-matter experts as well as former members of the U.S. Armed Forces who are committed to fulfilling USAGM's mission, protecting U.S. national security, and serving the American people."

Re Mr. Kligerman:

"Members of CEO Pack's senior leadership team have never even met the people who are lodging attacks against them. This team has been directed to protect U.S. national security, and it is dedicated to addressing over a decade of severe and systemic security catastrophes that it inherited from the agency's prior failed leadership. There is a lot of disinformation and misinformation being propagated by certain individuals who desire U.S. taxpayer dollars but want no oversight on how those funds are spent."

Re OTF:

"USAGM is fully committed to funding internet freedom projects, as it was doing even prior to the inception of OTF. USAGM's Office of Internet Freedom, which precedes OTF by several years, is fully capable of funding a variety of firewall circumvention technologies. It performed the same task but far more efficiently, saving millions of taxpayer dollars by avoiding unnecessary overhead expenses. OIF and USAGM intend to continue the work of advancing human rights and freedom of expression for those living in closed regimes, and that is despite OTF leadership's attempts to line its own pockets with U.S. taxpayer dollars while insisting upon no oversight."

From: Daniel Lippman <dlippman@politico.com>
Sent: Thursday, August 13, 2020 12:06 PM
To: Public Affairs <publicaffairs@usagm.gov>; Jonathan Bronitsky <JBronitsky@usagm.gov>
Subject: Time-sensitive request for comment

Hi,

Do you have a comment? My deadline is 2 pm EST today. My cell is 413-854-8628.

Thanks!

I plan to report that USAGM has hired Frank Wuco, a controversial former conspiracy-theory spreading talk radio host who once called President Barack Obama a Kenyan and said Nancy Pelosi was a Botox-using Nazi, three USAGM officials told me.

I plan to report that Wuco recently started as an adviser in the front office of USAGM. One of his responsibilities so far has been to audit USAGM's office of policy and research.

I plan to report that Wuco's hire has raised eyebrows among USAGM employees, who are surprised that an agency devoted to promoting fact-based news to audiences around the world would hire someone who has spread conspiracy theories with no basis in reality.

I plan to report that USAGM's front office also has hired Toni DeLancey, who was previously the chief operating officer of socially conservative group Concerned Women of America, as a senior adviser. This is Delancey's second stint in the administration. From September 2017 to April 2019, she was deputy director of congressional and public affairs at the Farm Credit Administration. Earlier in her career, she worked for the U.S. Postal Service for seven years, Fox News for a year, and is a graduate of West Point.

I plan to report that a few months ago, USAGM's front office, at the direction of chief of staff Emily Newman, asked a new political appointee to try to find dirt on Kligerman, but he didn't feel comfortable doing that and soon left for another part of the Trump administration, according to three people familiar with the matter. The front office then put in former State Department official Mora Namdar as acting vice president for legal affairs, risk and compliance, she did what the first appointee wasn't willing to do, according to two of the people.

I plan to report that Grant Turner, who was ousted as CFO on Wednesday, is exploring all legal options related to his firing, according to a USAGM employee.

I also plan to report that three current and former officials of USAGM or BBG raised questions about why USAGM COO André Mendes wasn't among the officials removed on Wednesday given that he served in senior leadership roles at a time when there were questions raised later about the proper vetting of foreign nationals who were hired during those years to be journalists for USAGM's broadcast networks.

"More than any of the folks fired on Wednesday, COO André Mendes who was interim CEO in 2015 and interim COO in 2014 should have been fired," one former BBG official said. "Security was one of his key portfolios -- and he was at the agency long before several of the people terminated."

I plan to report that earlier this week, the USAGM front office also asked the Middle East Broadcasting Networks, Radio Free Asia and Radio Free Europe to return internet freedom funding back to USAGM. MBN provided a paper check of $500,000, and RFA provided a check worth $2.9 million, money that was supposed to go to the Open Technology Fund, according to the employee.

I plan to report that USAGM wants to give out the money for other internet freedom projects, and USAGM officials have been in touch in recent months with Ultrasurf.

For the last several years, USAGM has refused to provide money to Ultrasurf because they haven't allowed their software to be subjected to a thorough audit of the code, and USAGM and OTF prefer to fund open source technologies, in part to prevent the insertion of back doors into the code.

GRANT AGREEMENT
BETWEEN THE
U.S. AGENCY FOR GLOBAL MEDIA AND
OPEN TECHNOLOGY FUND

FAIN: OT01-20-GO-00001

GRANT FUNDS TABLE

	FY 2020 PROGRAM PLAN	Previous Award Total	Current Award	New Award Total	Currency gain/(loss) (Informational)
Open Technology Fund[1]	$19,825,000	$8,777,872	$1,619,926	$10,397,798	Non-Reported
Internet Freedom	N/A	$600,000	$0	$600,000[2]	Non-Reported
TOTAL FUNDING	$19,825,000	$9,377,872	$1,619,926	$10,997,798	Non-Reported

This Agreement constitutes Amendment number two (002) (the "Amendment") to the Fiscal Year ("FY") 2020 Grant Agreement between the U.S. AGENCY FOR GLOBAL MEDIA ("USAGM") and OPEN TECHNOLOGY FUND ("Non-Federal Entity") signed in January 2020 (the "Grant Agreement"). USAGM hereby grants an additional amount of **$1,619,926** of no-year funds to OPEN TECHNOLOGY FUND, up to $1,138,441 shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.

With the additional amounts granted under this agreement, the total amount USAGM has granted to the NFE for FY 2020 is **$10,997,798** of which, **$600,000** of the no-year funds are provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6); and, **$10,397,798** (up to **$9,231,225** shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.) of the no-year funds are provided by the Further Consolidated Appropriations Act, 2020, P.L. 116-94.

Except as otherwise expressly provided herein, the other provisions of the FY 2020 Grant Agreement shall remain in full force and effect.

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[1] FY 2020 Internet Freedom Spend Plan Submission to Congress dated April 3, 2020 was approved April 23, 2020.

[2] $600,000 of the no-year funds were provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6).

OPEN TECHNOLOGY FUND

BY _____
Heidi Pilloud
Treasurer and Chief Financial Officer

DATE 6 July 2020

U.S. AGENCY FOR GLOBAL MEDIA

BY _____
Michael Pack
Chief Executive Officer

DATE 8-13-2020

Attachment K[3]

Open Technology Fund Spend Plan FY2020			
Internet Freedom Fund	$	7,000,000	35%
Technology at Scale Fund	$	7,000,000	35%
Core Infrastructure Fund	$	750,000	4%
Prototype Fund	$	70,000	0%
Rapid Response Fund	$	450,000	2%
OTF Labs	$	1,725,000	9%
Research Fellowships	$	370,000	2%
USAGM Entity Support	$	260,000	1%
OTF Summit	$	200,000	1%
Programmatic Support	$	150,000	1%
One-time Startup Costs	$	500,000	3%
OTF Programmatic and Operations - Subtotal	**$**	**18,475,000**	93%
OTF Staff	$	1,350,000	7%
OTF Staff - Subtotal	**$**	**1,350,000**	7%
Grand Total, OTF	**$**	**19,825,000**	**100%**

[3] Amounts in Internet Freedom Spend Plan Potluck reflect FY 2020 Appropriated Funds Only. The chart included in the Internet Freedom Spend Plan on pg. 8 had a total amount of $21,025,000, which inadvertently included the $1.2 million in annual funds for OTF salaries paid by RFA. Subsequently, the table above was adjusted to reflect the current FY2020 Financial Plan.

Open Technology Fund

FY 2020 FINANCIAL PLAN

October 1, 2019 Through September 30, 2020

OPEN TECHNOLOGY FUND		October	November	December	January	February	March	April	May	June	July	August	September	FY 2020
PERSONNEL COSTS														
	Salaries	-	26,400	-	16,000	16,000	16,000	115,314	115,314	166,064	166,481	174,281	174,281	986,135
	Benefits	-	13,600	-	5,440	5,440	5,440	39,207	39,207	56,462	56,604	59,256	59,256	339,910
	Total Salaries & Benefits	-	**40,000**	-	**21,440**	**21,440**	**21,440**	**154,521**	**154,521**	**222,526**	**223,085**	**233,537**	**233,537**	**1,326,045**
NON-PERSONNEL COSTS														
	Contract Services	-	-	-	1,000,000	1,000,000	1,000,000	3,030,928	1,030,928	1,030,928	1,138,441	1,138,441	7,183,289	**17,552,955**
	Travel & Allowances	-	-	-	-	-	-	-	-	-	50,000	100,000	100,000	**250,000**
	Office Space	-	-	-	-	16,000	8,000	8,400	8,400	8,400	8,400	8,400	30,000	**96,000**
	General & Adminstrative Expenses	-	-	-	-	-	-	-	-	-	100,000	100,000	100,000	**300,000**
	Technical & Capital Expenses	-	-	-	-	-	-	-	-	-	100,000	100,000	100,000	**300,000**
GENERAL OPERATING EXPENSES		-	-	-	**1,000,000**	**1,016,000**	**1,008,000**	**3,039,328**	**1,039,328**	**1,039,328**	**1,396,841**	**1,446,841**	**7,513,289**	**18,498,955**
SUB-TOTAL OTF		-	**40,000**	-	**1,021,440**	**1,037,440**	**1,029,440**	**3,193,849**	**1,193,849**	**1,261,854**	**1,619,926**	**1,680,378**	**7,746,826**	**19,825,000**
SUB-TOTAL OIF (Contract Services)		-	-	-	-	**200,000**	**400,000**	-	-	-	-	-	-	**600,000**
TOTAL OPEN TECHNOLOGY FUND		-	40,000	-	1,021,440	1,237,440	1,429,440	3,193,849	1,193,849	1,261,854	1,619,926	1,680,378	7,746,826	**20,425,000**
OPEN TECHNOLOGY FUND (10/1/2019-9/30/2020)		-	**40,000**	-	**1,021,440**	**1,237,440**	**1,429,440**	**3,193,849**	**1,193,849**	**1,261,854**	**1,619,926**	**1,680,378**	**7,746,826**	**20,425,000**
											Full FY2020 OTF Budget			**20,425,000**

USAGM APPROVAL STATEMENT: USAGM Financial Plan Approval applies to Open Technology Fund for the period of July 1, 2020 through September 30, 2020 for operations as made available under the Consolidated Appropriations Act, 2020, H.R. 1865/H Res. 765, (Division G, P.L. 116-94 signed December 20, 2019 and the Explanatory Statement (165 Cong. REc. H11061 at H11428, December 17, 2019) and Report(s) (H. Rept. 116-78, S. Rept. 116-126). Approval of the amounts reflected on this financial plan are not to be misconstrued as a pro-rated amount of an annual budget for FY20. FY20 annual budgets are being distributed based on the Internet Freedom Spend Plan, which was approved on April 23, 2020.

U.S. AGENCY FOR GLOBAL MEDIA | UNITED STATES BROADCASTING BOARD OF GOVERNORS

FINANCIAL PLAN APPROVAL

Michael Pack | Chief Executive Officer

8-13-2020

Date

U.S. AGENCY FOR GLOBAL MEDIA

330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

August 14, 2020

Mr. Nathaniel Kretchun
Open Technology Fund
2101 L Street NW Suite 300
Washington, D.C. 20037
Nat@opentech.fund

Dear Mr. Kretchun:

I have addressed this letter to you, as you are the listed point of contact in the USAGM and OTF grant agreement. I have cc'd Laura Cunningham and counsel pursuant to previous requests as a courtesy to OTF. As a reminder, I am not litigation counsel and all litigation related requests should go exclusively to litigation counsel at the U.S. Department of Justice (DOJ).

USAGM is in receipt of Ms. Cunningham's most recent letter dated August 12, 2020. We are greatly concerned by numerous contradictions, false statements, and attempts to misconstrue both the requirements of the grant agreement and the law.

First and foremost, USAGM has not withheld $20 million in funding, as OTF has repeatedly and falsely claimed in the press, to members of Congress, and in written communication with USAGM. In fact, USAGM has provided OTF with more than $9.3 million of funding to OTF to date in 2020, as well as an additional $1.6 million payment that was just approved in July.

As you know, CEO Pack and his new leadership team take very seriously the security failures listed in the U.S. Office of Personnel Management (OPM) and the Office of the Director for National Intelligence (ODNI) reports. Those reports detail the failures of previous USAGM leadership, as well as failures involving grantees, like OTF, which altogether have been identified as a serious vulnerability to USAGM and indeed U.S. national security.

We expect OTF to fully cooperate with USAGM's document and other requests to ensure not only U.S. national security interests are met and the safety of those who are working on, and end users of, internet firewall circumvention technology is guaranteed, but also that OTF, which is currently 100% taxpayer funded through a grant from USAGM, is accountable to the American people who are paying for its work.

Furthermore, if, as OTF claims, many of USAGM's requests from the new leadership team are duplicative of previously provided documents, then it should not be burdensome to send these already-compiled documents to USAGM. All other requests concern information that OTF should also have readily available.

OTF has not provided any of the requested information in the timeframe set out by USAGM and required under the terms of the grant agreement. USAGM wants to work with OTF and is therefore willing to provide an extra five day extension from the original deadline to provide the requested information. This information should be provided to USAGM no later than 5:00pm on August 17th, 2020.

Sincerely,

Mora Namdar, Esq
Senior Advisor to the CEO
Acting Vice President for Legal, Compliance and Risk
U.S. Agency for Global Media

Cc Gupta Law Firm
Cc Laura Cunningham

Information and resources about COVID-19 are available here

U.S. AGENCY FOR GLOBAL MEDIA

CEO Pack revives USAGM's Office of Internet Freedom; agency funds internet firewall circumvention technologies

August 18, 2020

WASHINGTON, D.C. — Today, CEO Michael Pack announced that he has revived the U.S. Agency for Global Media's (USAGM) Office of Internet Freedom (OIF). OIF was created in 2016, but its operations were shelved by previous agency leadership. Because a number of regimes restrict the exchange of information, while others ban it entirely, there is a critical need to support technologies that allow individuals to securely access and share information online.

"Unlike prior USAGM leadership, which sidelined OIF," said CEO Pack, "I consider bolstering internet firewall circumvention to be a top priority. Blocking access to information is a horrible thing. But fostering access to information, especially in this advanced capacity, will prove a blow for liberty. That's why we're funding a range of internet firewall circumvention tools . Bringing back OIF will further allow our agency to make significant strides in this area."

OIF's mission is to support the testing, deployment, and management of technologies that circumvent internet blocking, filtering, and other censorship techniques principally used by repressive regimes, such as China and Iran. OIF has a track record of ensuring that U.S. taxpayer dollars allocated for internet freedom projects are maximized. Moreover, USAGM announced that, through a competitive bidding process, it has awarded several contracts for the deployment of secure and effective anti-censorship technologies, which will enable individuals around the world to more safely access and share news content and other digital information online. The two initial awardees are Psiphon and ACI, which use powerful anti-censorship tools like VPN, SSH, and HTTP

proxies. OIF will soon launch another round of competitive bidding to fund additional internet freedom technology

"Our agency," CEO Pack added, "is determined to expand freedom of expression by continuing to explore, develop, and fund the most secure and effective internet freedom tools. To that end, USAGM has backed technologies that will embolden journalists, activists, and other citizens fighting for liberty around the world by allowing them to evade censorship and surveillance."

Find out more

Contact Office of Public Affairs

publicaffairs@usagm.gov (202) 920-2380

SHARE

From: Marcus Murchison <mmurchison@usagm.gov>
Sent: Wednesday, August 19, 2020 3:03 PM
To: Heidi Pilloud
Cc: laura@opentech.fund; Thomas Layou; Virginia Boateng; Diane Cullo
Subject: OTF July 2020 Operations Funding
Attachments: OTF FY20 Grant Agreement Amdt. 002 - FAIN OT01-20-GO-00001 July Funding EXECUTED 08 19 20.pdf

Importance: High

Good afternoon Heidi:

Please find attached the fully executed amendment #002 to **OTF FY20 Grant Agreement** between the USAGM and OTF, which provides operational funds for **July 1-31, 2020** in the amount of **$1,619,926**. The Financial Assistance Identification Number (**FAIN**) for this Grant Award is **OT01-20-GO-00001.**

Your entity's funding request has been submitted and should have been received by your entity. Please inform us upon receipt of the July 2020 funding. King Regards, Marcus

Marcus L. Murchison
Sr. Budget Analyst/Grants Team Lead
Budget Division (B)
Office of the Chief Financial Officer (OCFO)
U.S. Agency for Global Media (USAGM)
330 Independence Avenue, SW
Cohen Building, Room 1655
Washington, DC 20237
Direct: (202) 203-4604
Fax: (202) 203-4639
E-mail: mmurchison@usagm.gov
"Man can shape circumstances, but circumstances should not be allowed to shape man. We should seize upon circumstances as instruments by which to work. We are to master them, but should not permit them to master us." Ellen White

GRANT AGREEMENT
BETWEEN THE
U.S. AGENCY FOR GLOBAL MEDIA AND
OPEN TECHNOLOGY FUND

FAIN: OT01-20-GO-00001

GRANT FUNDS TABLE

	FY 2020 PROGRAM PLAN	Previous Award Total	Current Award	New Award Total	Currency gain/(loss) (Informational)
Open Technology Fund[1]	$19,825,000	$8,777,872	$1,619,926	$10,397,798	Non-Reported
Internet Freedom	N/A	$600,000	$0	$600,000[2]	Non-Reported
TOTAL FUNDING	$19,825,000	$9,377,872	$1,619,926	$10,997,798	Non-Reported

This Agreement constitutes Amendment number two (002) (the "Amendment") to the Fiscal Year ("FY") 2020 Grant Agreement between the U.S. AGENCY FOR GLOBAL MEDIA ("USAGM") and OPEN TECHNOLOGY FUND ("Non-Federal Entity") signed in January 2020 (the "Grant Agreement"). USAGM hereby grants an additional amount of **$1,619,926** of no-year funds to OPEN TECHNOLOGY FUND, up to $1,138,441 shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.

With the additional amounts granted under this agreement, the total amount USAGM has granted to the NFE for FY 2020 is **$10,997,798** of which, **$600,000** of the no-year funds are provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6); and, **$10,397,798** (up to **$9,231,225** shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.) of the no-year funds are provided by the Further Consolidated Appropriations Act, 2020, P.L. 116-94.

Except as otherwise expressly provided herein, the other provisions of the FY 2020 Grant Agreement shall remain in full force and effect.

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[1] FY 2020 Internet Freedom Spend Plan Submission to Congress dated April 3, 2020 was approved April 23, 2020.

[2] $600,000 of the no-year funds were provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6).

OPEN TECHNOLOGY FUND

BY _____
Heidi Pilloud
Treasurer and Chief Financial Officer

DATE 6 July 2020

U.S. AGENCY FOR GLOBAL MEDIA

BY _____
Michael Pack
Chief Executive Officer

DATE 8-13-2020

Attachment K[3]

Open Technology Fund Spend Plan FY2020			
Internet Freedom Fund	$	7,000,000	35%
Technology at Scale Fund	$	7,000,000	35%
Core Infrastructure Fund	$	750,000	4%
Prototype Fund	$	70,000	0%
Rapid Response Fund	$	450,000	2%
OTF Labs	$	1,725,000	9%
Research Fellowships	$	370,000	2%
USAGM Entity Support	$	260,000	1%
OTF Summit	$	200,000	1%
Programmatic Support	$	150,000	1%
One-time Startup Costs	$	500,000	3%
OTF Programmatic and Operations - Subtotal	**$**	**18,475,000**	93%
OTF Staff	$	1,350,000	7%
OTF Staff - Subtotal	**$**	**1,350,000**	7%
Grand Total, OTF	**$**	**19,825,000**	**100%**

[3] Amounts in Internet Freedom Spend Plan Potluck reflect FY 2020 Appropriated Funds Only. The chart included in the Internet Freedom Spend Plan on pg. 8 had a total amount of $21,025,000, which inadvertently included the $1.2 million in annual funds for OTF salaries paid by RFA. Subsequently, the table above was adjusted to reflect the current FY2020 Financial Plan.

Open Technology Fund

FY 2020 FINANCIAL PLAN

October 1, 2019 Through September 30, 2020

OPEN TECHNOLOGY FUND		October	November	December	January	February	March	April	May	June	July	August	September	FY 2020
PERSONNEL COSTS														
	Salaries	-	26,400	-	16,000	16,000	16,000	115,314	115,314	166,064	166,481	174,281	174,281	986,135
	Benefits	-	13,600	-	5,440	5,440	5,440	39,207	39,207	56,462	56,604	59,256	59,256	339,910
	Total Salaries & Benefits	**-**	**40,000**	**-**	**21,440**	**21,440**	**21,440**	**154,521**	**154,521**	**222,526**	**223,085**	**233,537**	**233,537**	**1,326,045**
NON-PERSONNEL COSTS														
	Contract Services	-	-	-	1,000,000	1,000,000	1,000,000	3,030,928	1,030,928	1,030,928	1,138,441	1,138,441	7,183,289	**17,552,955**
	Travel & Allowances	-	-	-	-	-	-	-	-	-	50,000	100,000	100,000	**250,000**
	Office Space	-	-	-	-	16,000	8,000	8,400	8,400	8,400	8,400	8,400	30,000	**96,000**
	General & Administrative Expenses	-	-	-	-	-	-	-	-	-	100,000	100,000	100,000	**300,000**
	Technical & Capital Expenses	-	-	-	-	-	-	-	-	-	100,000	100,000	100,000	**300,000**
GENERAL OPERATING EXPENSES		**-**	**-**	**-**	**1,000,000**	**1,016,000**	**1,008,000**	**3,039,328**	**1,039,328**	**1,039,328**	**1,396,841**	**1,446,841**	**7,513,289**	**18,498,955**
SUB-TOTAL OTF		**-**	**40,000**	**-**	**1,021,440**	**1,037,440**	**1,029,440**	**3,193,849**	**1,193,849**	**1,261,854**	**1,619,926**	**1,680,378**	**7,746,826**	**19,825,000**
SUB-TOTAL OIF (Contract Services)		**-**	**-**	**-**	**-**	**200,000**	**400,000**	**-**	**-**	**-**	**-**	**-**	**-**	**600,000**
TOTAL OPEN TECHNOLOGY FUND		-	40,000	-	1,021,440	1,237,440	1,429,440	3,193,849	1,193,849	1,261,854	1,619,926	1,680,378	7,746,826	**20,425,000**
OPEN TECHNOLOGY FUND (10/1/2019-9/30/2020)		**-**	**40,000**	**-**	**1,021,440**	**1,237,440**	**1,429,440**	**3,193,849**	**1,193,849**	**1,261,854**	**1,619,926**	**1,680,378**	**7,746,826**	**20,425,000**

Full FY2020 OTF Budget **20,425,000**

Full Grant Agreement FY2020

Working Variance

View Burden Statement

Federal Financial Report

(Follow form Instructions)

OMB Control Number: 4040-0014
Expiration Date: 2/28/2022

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)
U.S. Agency for Global Media	FAIN: OT01-20-GO-00001

3. Recipient Organization (Name and complete address including Zip code)

Recipient Organization Name: Open Technology Fund
Street1: 2101 L Street NW
Street2: Suite 300
City: Washington
County:
State: DC: District of Columbia
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 20037-0000

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)
966305070	84-3126447	1002

6. Report Type	7. Basis of Accounting	8. Project/Grant Period		9. Reporting Period End Date
☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	☐ Cash ☒ Accrual	From: 10/01/2019	To: 09/30/2020	07/31/2020

10. **Transactions**	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR attachment):	
a. Cash Receipts	9,377,872.00
b. Cash Disbursements	2,549,525.08
c. Cash on Hand (line a minus b)	6,828,346.92
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	9,377,872.00
e. Federal share of expenditures	6,960,531.62
f. Federal share of unliquidated obligations	4,845,547.45
g. Total Federal share (sum of lines e and f)	11,806,079.07
h. Unobligated balance of Federal Funds (line d minus g)	-2,428,207.07
Recipient Share:	
i. Total recipient share required	0.00
j. Recipient share of expenditures	0.00
k. Remaining recipient share to be provided (line i minus j)	0.00
Program Income:	
l. Total Federal program income earned	0.00
m. Program Income expended in accordance with the deduction alternative	0.00
n. Program Income expended in accordance with the addition alternative	0.00
o. Unexpended program income (line l minus line m or line n)	0.00

STANDARD FORM 425 (REV. 6/2010)

11. Indirect Expense

a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
			g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

Add Attachment | Delete Attachment | View Attachment

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official

Prefix: Ms. First Name: Heidi Middle Name: Christine

Last Name: Pilloud Suffix:

Title: Chief Financial Officer

b. Signature of Authorized Certifying Official	c. Telephone (Area code, number and extension)	
Heidi C Pilloud	202-471-0420	
d. Email Address	e. Date Report Submitted	**14. Agency use only:**
heidi@opentech.fund	08/20/2020	

STANDARD FORM 425 (REV. 6/2010)

From: Fermaint Rios <FRios@usagm.gov>
Sent: Monday, August 24, 2020 11:47 AM
To: Natalie Ellis; J.R. Hill
Subject: Notification - Cancellation of Procurements - Task Areas 1 and 2 under USAGM BOA for Internet Freedom Tools

Dear Sir or Madame,

This notification regards the proposal you submitted in response to our recent solicitation for work under Task Areas 1 (951700-20-R-0020) and 2 (951700-20-R-0021) under the USAGM's Basic Ordering Agreement for internet freedom tools.

An error occurred during the technical evaluation which the Agency relied upon in selecting the firms to which it would award task orders. In addition, the Government's requirements have changed so some of the requirements described in the original solicitation are no longer applicable.

In order to preserve the integrity of the acquisition process, the Agency hereby cancels the procurement in its entirety, rescinds the notice of award that was provided on August 18, 2020 and informs you that it intends to resolicit proposals and conduct a new source selection this week.

USAGM's intent is to issue a revised solicitation with the same or similar technical requirements with a period of performance consisting of a 3-month base period and up to seven (7) optional 3-month periods of performance that the Government may exercise at its discretion.

We appreciate the effort taken on your behalf in responding to the original solicitation and hope that you submit a proposal for USAGM internet freedom projects.

Sincerely,

Fermaint Rios
Director, Office of Contracts
Office: (202) 382-7860
Mobile: (202) 705-0649

U.S. Agency for Global Media | Broadcasting Board of Governors
330 Independence Ave. SW | Washington, DC 20237
http://usagm.gov

U.S. AGENCY FOR GLOBAL MEDIA | UNITED STATES BROADCASTING BOARD OF GOVERNORS

330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

Issue date: August 24, 2020

Issue by: USAGM Office of Contracts

Subject: Task Order Request for Proposal #951700-20-R-0022/ TASK 1: Circumvention Client Software

This is a FAR Part 13 solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information .This announcement constitutes the only solicitation; proposals are being requested and no other request for proposals will issued. This solicitation sets forth requirements for proposals for a Task Order contract to provide Circumvention Client Software Services as described in the attached Statement of Work (SOW). Proposals conforming to the solicitation requirements will be evaluated in accordance with the evaluation and award criteria set forth herein. Neither the solicitation nor any part of an Offeror's proposal shall be part of the contract except to the extent expressly incorporated therein by the Contracting Officer. The Offeror's proposal submitted in response to this solicitation shall constitute a firm offer

Proposal Instructions

General

Overview of Process

Proposals shall be delivered via email to Natalie Ellis, Contract Specialist, at nellis@usagm.gov, and J.R Hill at chill@usagm.gov no later than 12:00 p.m. Eastern Daylight Time on Thursday August 27, 2020. The email Subject line should state – Internet censorship circumvention tools – Sub-task(s) #_____. Offerors shall submit a copy of their written proposals using electronic media in the appropriate MS Word, Excel, and PowerPoint formats. Text shall be presented on 8 ½ x 11-inch paper in Arial or Times New Roman font, no smaller than 12-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes, and legends) with 1-inch margins. These documents may be submitted in PDF format if desired. No hard copies will be accepted.

The Government will award a contract to the responsible Offeror(s) whose proposal(s) the Government deems will result in the best value, price and other factors considered. Best value is defined as the offer that results in the most advantageous acquisition decision for the Government. The Government will select the "best-value" proposal using the factors listed in section 10 herein. An evaluation and analysis of each proposal received will be performed through an integrated assessment and trade-off analysis between technical (e.g., technical approach and past performance) and price factors.

*Firms may submit technical and firm fixed price proposals for either one, two or all three sub tasks. ***The offer shall ensure that its proposal addresses** whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license in accordance with the Government's preference as stated in **section 2.2.3, 3.2.3 and 4.2.3.**

**The offeror must complete the attached pricing table(s) for the base period and each option period for each sub-task as formatted. Failure to submit pricing information in the requested format may result in the offeror's disqualification.

Contract Type

The Government intends to award Firm Fixed Price Task Orders from this solicitation.

Place of Performance

All services shall be performed at the Contractor's facilities.

Period of Performance
(a) The base period of performance of this contract is from September 1, 2020 through November 30, 2020. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start date	End date
Option I	December 1, 2020	February 28, 2021
Option II	March 1, 2021	May 31, 2021
Option III	June 1, 2021	August 31 2021
Option IV	September 1, 2021	November 30, 2021
Option V	December 1, 2021	February 28, 2022
Option VI	March 1, 2022	May 31, 2022
Option VII	June 1, 2022	August 31, 2022

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217–9.

(End of clause)

1. STATEMENT OF WORK-BACKGROUND

The United States Agency for Global Media (USGAM) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The USAGM's Office of Internet Freedom (OIF) supports the operations of several USG broadcasters, including the Voice of America (VOA), Radio Free Asia (RFA), Radio Free Europe / Radio Liberty (RFE/RL), Radio and TV Marti, and Middle East Broadcasting Networks, and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The OIF seeks to ensure Internet users in target countries are able to access and securely share USG broadcasters' online news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the OIF to meet its goals of providing uncensored Internet access using a network of servers as a tool to further its Internet anti-censorship efforts for USAGM broadcasters.

2. STATEMENT of WORK SPECIFICATIONS - Circumvention Client Software – Task 1/Sub-task 1

2.1 SUB-TASK 1 - DESKTOP

The Contractor shall implement a system (hereinafter referred to as "client software service") to circumvent Internet censorship imposed by foreign governments and ISPs using software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service.

2.2 TECHNICAL REQUIREMENTS-

2.2.1 This system must allow Internet users in target countries (see 2.2.14) to use client software to circumvent the censorship of the Internet within their country by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic IP addresses which cannot easily be enumerated and blocked.

2.2.2 OPTION: The Contractor shall provide a documented application programming interface (hereafter "API access") to allow access to the client software service programmatically using client software written by parties other than the Contractor. The Contractor shall provide support for the API access as documented (per 2.4.2) to allow client software written by parties other than the Contractor to access the client software service without additional work from Contractor.

2.2.3 USAGM's preference is that the source code of the client and server software be freely available to the general public for download from the web, and licensed under an open source software license (e.g. GNU General Public License, Apache License, or BSD License). This does not however preclude the Contractor from making closed source, proprietary modifications to support the requirements of this contract so long as the open source license used allows such proprietary modifications. ***The offer should ensure that its proposal addresses whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license.**

2.2.4 The client software service shall not require the user to login or set up an account to use the service.

2.2.5 The Contractor shall ensure the provided client software works on Microsoft Windows XP, Windows Vista, Windows 7, Windows 8, Windows 8.1, and Windows 10 operating systems, does not require system administrator access to run, nor require installation on the computer in order to execute. Further, the Contractor must take steps to minimize any traces of the client software on the hard drive and in the Windows Registry if removed.

2.2.6 The Contractor shall ensure that once the end user has started the client software, all data packets transmitted between the end user's personal device and his/her intended destination computer servers using the default web browser shall be transmitted through the client software tunnel to the Contractor's servers until the end user terminates the client software.

2.2.7 The Contractor shall ensure the client and server for the client software service use secure encryption to protect the user's Internet traffic so it cannot be intercepted and observed by foreign government censors between the end user's computer and Contractor's server. The Contractor shall ensure all security flaws in their software are corrected promptly to maintain secure connections for users.

2.2.8 The Contractor shall ensure the client software and server support and transparently tunnel all Hypertext Transfer Protocol (HTTP) and Secure Hypertext Transfer Protocol (HTTPS) traffic from the default browser. USAGM's preference is for all IP traffic to be securely tunneled regardless of the higher level protocol used, including but not limited to, Simple Mail Transfer Protocol (SMTP), Real-Time Streaming Protocol (RTSP), and Multimedia Protocol (MMS), as well as applications including but not limited to, Skype, instant messaging, and Voice over IP (VOIP).

2.2.9 The client software service (including API access if exercised in option 2.2.2) shall have service availability (up time) of 99.9% per year.

2.2.10 The client software service (including API access if exercised in option 2.2.2) shall have the capability to support up to 250,000 simultaneous users across all services.

2.2.11 The client and server software must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the Contracting Officer's Representative (COR), which shall be no greater than 7 days from award.

2.2.12 The Contractor shall make its best effort to block sexually explicit, obscene, and illegal websites in accordance with the laws of the United States of America.

2.2.13 The Contractor shall ensure the client software service (including API access if exercised in option 2.2.2) have the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure the client software service (including API access) is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

2.2.14 In addition to American English, the user interface for the client software shall be localized for users in the target countries (or a sub-set as agreed upon between the COR and the contractor) of China, Iran, Tibet, Vietnam, Burma, Turkmenistan, Uzbekistan, Azerbaijan, Kazakhstan, Kyrgyzstan, Tajikistan, Belarus, Ukraine, Russia, Ethiopia (in Amharic, Afan Oromoo, and Tigrigna), Cuba, Afghanistan (in Dari) and in Arabic for the Middle East. The Contractor shall localize the client software service for up to 4 additional languages to be determined by the COR during the term of the contract at no additional cost.

2.2.15 OPTION: If additional language translations and localizations are required in addition to the languages stated (including the 4 additional languages to be determined) in 2.2.14, the Contracting Officer may award this option and the Contractor shall translate and localize the client software user interface into one additional language as designated by the COR. This option may be awarded multiple times for multiple languages.

2.2.16 The Contractor shall provide separate customized versions of the client software for each of the following USAGM broadcasting services, or a pre-agreed subset, localized in a language per 2.2.14 (or in exercised option 2.2.15), each of which loads a distinct default URL as provided by the COR: Voice of America (VOA) Chinese, VOA Persian News Network, VOA Vietnamese, VOA Burmese, VOA Tibetan, VOA Ukrainian, VOA Russian, VOA Uzbek, VOA Horn of Africa (3 separate versions in Amharic, Afan Oromoo, and Tigrigna), VOA Azeri, VOA Afghan, VOA English, Radio Free Asia (RFA) Mandarin, RFA Cantonese, RFA Tibetan, RFA Vietnamese, RFA Uyghur, Radio Free Europe / Radio Liberty (RFE/RL) Turkmen, RFE/RL Uzbek, RFE/RL Azeri, RFE/RL Kyrgyz, RFE/RL Radio Farda, RFE/RL Belarus, RFE/RL Kazakh, RFE/RL Ukraine, RFE/RL Krymr, RFE/RL Tajik, Office of Cuba Broadcasting (OCB) Radio & TV Marti Noticias, Middle East Broadcasting Networks (MBN) Al-Hurra, MBN Radio Sawa. In addition, the Contractor shall extend this same support to up to 8 additional USAGM broadcast services as determined by the COR during the term of the contract at no additional cost.

2.2.17 OPTION: If support for additional USAGM broadcasting services are required in addition to the services stated (including the 8 additional USAGM broadcast services to be determined) in 2.2.16, the Contracting Officer may award this option at the stated price below, and the Contractor shall provide customized client software for one additional USAGM broadcasting service in a language from those available per 2.2.14 (and in exercised option 2.2.15), with a default URL as provided by the COR. This option may be awarded multiple times for multiple additional USAGM broadcasting services.

2.2.18 The Contractor shall configure each customized version of the client software so that upon startup by the end user, the client software automatically loads the computer's default web browser, and displays a web page as designated by the COR. The Contractor shall prepare customized versions of the client software for each of the USAGM broadcast services as specified in 2.2.16 (and in exercised option 2.2.17), with a customized start page for each version as provided by the COR.

2.2.19 If option 2.2.2 is exercised to provide API access, the Contractor shall prevent unauthorized API access by means of an API key or other similar method. API keys shall only be issued by the Contractor for use in client software written by other than the Contractor as designated by the COR. The Contractor must revoke API keys which have been compromised by unauthorized third parties within 24 hours of discovery or notification by the COR.

2.2.20 If option 2.2.2 is exercised to provide API access, the Contractor may update the API used for API access as the Contractor deems necessary, however API access must remain backward-compatible with the previous documentation for at least 120 days after updated API access documentation has been delivered (per 2.4.2) or the remaining period of this contract (as optionally extended), whichever is less. This backward-compatibility period may be reduced or waived only by a written notification from the COR.

2.2.21 The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service (including API access if exercised in option 2.2.2). This shall include only data transferred and delivered to users in target countries, and specifically exclude both data transferred from source web sites and servers into the Contractor's servers and network, as well as data transferred solely within the Contractor's servers and network. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 2.2.24 to handle demand for data transfer over the contracted limits.

2.2.22 OPTION: If the monthly data transfer requirements for the client software service (including API access if exercised in option 2.2.2) grow beyond the limit stated in 2.2.21, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit of 250 TB, 500 TB, 750 TB, or 1000 TB in additional 250 terabyte (TB) increments. If the actual data transfer usage decreases for 2 consecutive months to below a lower limit, the Contracting Officer may reduce the contracted monthly data transfer requirements to a lower limit. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 2.2.24 to handle demand for data transfer over the contracted limits.

2.2.23 OPTION: If the monthly data transfer requirements for the client software service (including API access if exercised in option 2.2.2), grow beyond the limit stated in 2.2.21, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit in additional 100 terabyte (TB) increments. This option may be awarded multiple times to increase the limit by multiples of 100 TB at a cost per 100 TB as stated in the costs section below.

2.2.24 In the event that user demands for data transfer for the client software service (including API access if exercised in option 2.2.2) appear as if they will exceed the requirements as stated in 2.2.21 (and as modified by any award of options stated in 2.2.22 and 2.2.23), the Contractor shall notify the Contracting Officer when data transferred reaches 90%, and again when it reaches 95% of such limits and may use some combination of rate limiting and traffic shaping techniques to ensure data transferred to end users is limited to meet the contracted data transfer requirements. Additionally, at the request of the COR, the Contractor shall restrict access to the services to users whose source IP addresses are within the target countries for the USAGM broadcasting services supported per 2.2.16 (and as modified by any award of options stated in 2.2.17) in order to reduce data transferred. At no point shall USAGM be responsible for any overage, nor shall USAGM be obligated to exercise any options to increase the limit for data transferred to meet increased user demand.

2.2.25 OPTION: If option 2.2.2 is exercised to provide API access, the Contracting Officer may exercise this option to direct the Contractor to provide technical support and assistance to USG personnel or third parties (as designated by the COR) for integration of third-party client software written by other than the Contractor to permit such software to access Contractor's client software service using documented API access (per 2.2.2). Award of this option shall require the Contractor to be available to perform 5 hours of API integration assistance as directed by the COR to one or more third parties, and this option may be awarded multiple times. This option is only intended to cover circumstances where the

Contractor must provide significant additional API integration support, and need not be awarded to require the Contractor to provide API support as required per 2.2.2.

2.3 ADMINISTRATIVE REQUIREMENTS

2.3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

2.3.2 The Contractor shall submit all software, including source code, used to provide the client software service to an independent security audit per the terms of the attached "Security Audit Standards" document. The Contractor must include the costs for compliance with these requirements, including the hiring of an independent auditor, to the base cost, as well as the costs of option years, of this contract.

2.4 DELIVERABLES

2.4.1 The Contractor shall deliver to the COR, and any USAGM staff and USAGM broadcasting services representatives designated by the COR within the time frame as agreed in 2.2.11, the initial URLs for each customized client software for each USAGM broadcasting service.

2.4.2 If option 2.2.2 is exercised to provide API access, the Contractor shall provide written documentation for API access to the COR, and other USAGM employees and contractors as designated by the COR throughout the duration of this contract, which is sufficient to allow client software written by parties other than the Contractor to access the client software service. Initial API access documentation shall be provided within 10 days of exercise of option 2.2.2, and updated documentation shall be provided within 10 days after the Contractor makes any changes to the API throughout the period of performance.

2.4.3 The Contractor shall provide online web statistics updated at least hourly for the client software service, with secure access granted by username and password to the COR, and any other USAGM staff and USAGM broadcasting services representatives as designated by the COR. The Contractor shall issue individual usernames and passwords for each user, usernames and passwords for USAGM broadcasting services representatives will have access limited to only statistics for the service they represent.

The statistics must include for the client software service, for each USAGM web site:

- Total traffic to the site by volume of data transferred (in Megabytes / Gigabytes / Terabytes as appropriate)
- Number of page views
- Number of visits
- Number of IP addresses
- Country and city of IP address origin

2.4.4 The Contactor shall implement a method to independently verify traffic to USAGM web sites through the client software service, using USAGM's commercially-provided web analytics system. The COR shall provide to the Contractor a list of domains for USAGM web sites to be tracked using this method. The Contractor shall propose in writing a tracking method which will allow USAGM to clearly identify traffic from Contractor's servers (e.g. URL tagging, unique User-Agent string, enumeration of Contractor's IP addresses), which shall be approved by the COR in writing. This method must not compromise Contractor's ability to resist blocking of their traffic (per 2.2.13).

2.4.5 The Contractor shall provide a written monthly status report no later than ten (10) business days after the previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as the statistics gathered as identified in 2.4.3 in aggregate regarding the use and performance of the system, including total number of end users, amount of data transferred, and overall system uptime and availability.

3. STATEMENT of WORK SPECIFICATIONS - Circumvention Client Software Task 1/Sub-task 2

3.1 SUB-TASK 2 – MOBILE APPLICATIONS

The Contractor shall implement a system (hereinafter referred to as "client software service") to circumvent Internet censorship imposed by foreign governments and ISPs using software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service through the use of mobile applications. The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service

3.2 TECHNICAL REQUIREMENTS

3.2.1 The client software service and system must allow Internet users in target countries (see 3.2.14) to use a mobile application to circumvent the censorship of the Internet within their country by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic IP addresses which cannot easily be enumerated and blocked.

3.2.2 OPTION: The Contractor shall provide a documented application programming interface (hereafter "API access") to allow access to the client software service programmatically using client software written by parties other than the Contractor. The Contractor shall provide support for the API access as documented (per 3.4.2) to allow client software written by parties other than the Contractor to access the client software service without additional work from Contractor.

3.2.3 USAGM's preference is that the source code of the mobile application and server software be freely available to the general public for download from the web, and licensed under an open source software license (e.g. GNU General Public License, Apache License, or BSD License). This does not however preclude the

Contractor from making closed source, proprietary modifications to support the requirements of this contract so long as the open source license used allows such proprietary modifications. ***The offer should ensure that its proposal addresses *The offer should ensure that its proposal addresses whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license.**

3.2.4 The client software service shall not require the user to login or set up an account to use the service.

3.2.5 The Contractor shall provide mobile application versions of its client software for the client software service for both the Android operating system which works on Android version 4 and later, as well as the iOS operating system which works on iOS version 9 and later. These applications must work without requiring administrator privileges on the mobile device, and shall not require any "rooting" or "jail breaking" of the mobile device. Further, the Contactor must take steps to minimize any traces of the mobile application versions of the client software if it is uninstalled by the user.

3.2.6 The Contractor shall ensure that once the end user has started the mobile application, all data packets transmitted between the end user's personal device and his/her intended destination computer servers using the default web browser shall be transmitted through the client software tunnel to the Contractor's servers until the end user terminates the client software.

3.2.7 The Contractor shall ensure the mobile application for the client software service and server use secure encryption to protect the user's Internet traffic so it cannot be intercepted and observed by foreign government censors between the end user's mobile device and Contractor's server. The Contractor shall ensure all security flaws in their software are corrected promptly to maintain secure connections for users.

3.2.8 The Contractor shall ensure the mobile application and server support and transparently tunnel all Hypertext Transfer Protocol (HTTP) and Secure Hypertext Transfer Protocol (HTTPS) traffic from the default browser. USAGM's preference is for all IP traffic to be securely tunneled regardless of the higher level protocol used, including but not limited to, Simple Mail Transfer Protocol (SMTP), Real-Time Streaming Protocol (RTSP), and Multimedia Protocol (MMS), as well as applications including but not limited to, Skype, instant messaging, and Voice over IP (VOIP).

3.2.9 The client software service (including API access in exercised option 2.2) shall have service availability (up time) of 99.9% per year.

3.2.10 The client software service (including API access in exercised option 2.2) shall have the capability to support up to 250,000 simultaneous users across all services.

3.2.11 Mobile applications and server software must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the COR, which shall be no greater than 7 days from award.

3.2.12 The Contractor shall make its best effort to block sexually explicit, obscene, and illegal websites in accordance with the laws of the United States of America.

3.2.13 The Contractor shall ensure the client software service (including API access in exercised option 2.2) have the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure the client software service (including API access) is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

3.2.14 In addition to American English, the user interface for the mobile applications shall be localized for users in the target countries of China and Iran. The Contractor shall localize the client software service for up to 4 additional languages to be determined by the COR during the term of the contract at no additional cost.

3.2.15 OPTION: If additional language translations and localizations are required in addition to the languages stated (including the 4 additional languages to be determined) in 3.2.14, the Contracting Officer may award this option at the stated price below, and the Contractor shall translate and localize the mobile application user interface into one additional language as designated by the COR. This option may be awarded multiple times for multiple languages.

3.2.16 The Contractor shall provide separate customized versions of the client software for each of the following USAGM broadcasting services, localized in a language per 3.2.14 (or in exercised option 3.2.15), each of which loads a distinct default URL as provided by the COR: Voice of America (VOA) Chinese, VOA Persian News Network, VOA English, Radio Free Asia (RFA) Mandarin, RFA Cantonese. In addition, the Contractor shall extend this same support to up to 4 additional USAGM broadcast services as determined by the COR during the term of the contract at no additional cost.

3.2.17 OPTION: If support for additional USAGM broadcasting services are required in addition to the services stated (including the 8 additional USAGM broadcast services to be determined) in 3.2.16, the Contracting Officer may award this option at the stated price below, and the Contractor shall provide customized mobile applications for one additional USAGM broadcasting service in a language from those available per 3.2.14 (and in exercised option 3.2.15), with a default URL as provided by the COR. This option may be awarded multiple times for multiple additional USAGM broadcasting services.

3.2.18 The Contractor shall configure each customized version of the mobile application so that upon startup by the end user the mobile application automatically loads the computer's default web browser, and displays a pre-roll video as designated by the COR. The Contractor shall prepare customized versions of the client software and mobile application for each of the USAGM broadcast services as specified in 3.2.16 (and in exercised option 3.2.17), with a customized start page for each version as provided by the COR.

3.2.19 If option 3.2.2 is exercised to provide API access, the Contractor shall prevent unauthorized API access by means of an API key or other similar method. API keys shall only be issued by the Contractor for use in client software written by other than the Contractor as designated by the COR. The Contractor must revoke API keys which have been compromised by unauthorized third parties within 24 hours of discovery or notification by the COR.

3.2.20 If option 3.2.2 is exercised to provide API access, the Contractor may update the API used for API access as the Contractor deems necessary, however API access must remain backward-compatible with the previous documentation for at least 120 days after updated API access documentation has been delivered (per 3.4.2) or the remaining period of this contract (as optionally extended), whichever is less. This backward-compatibility period may be reduced or waived only by a written notification from the COR.

3.2.21 The Contractor shall provide a minimum available aggregate monthly data transfer of 100 terabytes (TB) to end users of the client software service (including API access if exercised in option 3.2.2). This shall include only data transferred and delivered to users in target countries, and specifically exclude both data transferred from source web sites and servers into the Contractor's servers and network, as well as data transferred solely within the Contractor's servers and network. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 3.2.24 to handle demand for data transfer over the contracted limits.

3.2.22 OPTION: If the monthly data transfer requirements for the client software service (including API access) grow beyond the limit stated in 3.2.21, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit of 250 TB, 500 TB, 750 TB, or 1000 TB in additional 250 terabyte (TB) increments. If the actual data transfer usage decreases for 2 consecutive months to below a lower limit, the Contracting Officer may reduce the contracted monthly data transfer requirements to a lower limit. USAGM shall not be responsible for any overage; the Contractor must use measures as outlined in 3.2.24 to handle demand for data transfer over the contracted limits.

3.2.23 OPTION: If the monthly data transfer requirements for the client software service (including API access) grow beyond the limit stated in 3.2.21 the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit in additional 100 terabyte (TB) increments. This option may be awarded multiple times to increase the limit by multiples of 100 TB at a cost per 100 TB as stated in the costs section below.

3.2.24 In the event that user demands for data transfer for the client software service (including API access in exercised option 3.2.2) appear as if they will exceed the requirements as stated in 3.2.21 (and as modified by any award of options stated in 3.2.22 and 3.2.23), the Contractor shall notify the Contracting Officer when data transferred reaches 90%, and again when it reaches 95% of such limits and may use some combination of rate limiting and traffic shaping techniques to ensure data transferred to end users is limited to meet the contracted data transfer requirements. Additionally, at the request of the COR, the Contractor shall restrict access to the services to users whose source IP addresses are within the target countries for the USAGM broadcasting services supported per 3.2.16 (and as modified by any award of options stated in 3.2.17) in order to reduce data transferred. At no point shall USAGM be responsible for any overage, nor shall USAGM be obligated to exercise any options to increase the limit for data transferred to meet increased user demand.

3.2.25 OPTION: If option 3.2.2 is exercised to provide API access, the Contracting Officer may exercise this option to direct the Contractor to provide technical support and assistance to USG personnel or third parties (as designated by the COR) for integration of third-party client software written by other than the Contractor to permit such software to access Contractor's client software service using documented API access (per 3.2.2). Award of this option shall require the Contractor to be available to perform 5 hours of API integration assistance as directed by the COR to one or more third parties, and this option may be awarded multiple times. This option is only intended to cover circumstances where the Contractor must provide significant additional API integration support, and need

not be awarded to require the Contractor to provide API support as required per 3.2.2.

3.3 ADMINISTRATIVE REQUIREMENTS

3.3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

3.3.2 The Contractor shall submit all software, including source code, used to provide the client software service to an independent security audit per the terms of the attached "Security Audit Standards" document. The Contractor must include the costs for compliance with these requirements, including the hiring of an independent auditor, to the base cost, as well as the costs of option years, of this contract.

3.4 DELIVERABLES

3.4.1 The Contractor shall deliver to the COR, and any USAGM staff and USAGM broadcasting services representatives designated by the COR within the time frame as agreed in 3.2.11, the initial URLs for each customized client software for each USAGM broadcasting service.

3.4.2 If option 3.2.2 is exercised to provide API access, the Contractor shall provide written documentation for API access to the COR, and other USAGM employees and contractors as designated by the COR throughout the duration of this contract, which is sufficient to allow client software written by parties other than the Contractor to access the client software service. Initial API access documentation shall be provided within 10 days of exercise of option 3.2.2, and updated documentation shall be provided within 10 days after the Contractor makes any changes to the API throughout the period of performance.

3.4.3 The Contractor shall provide online web statistics updated at least hourly for the client software service, with secure access granted by username and password to the COR, and any other USAGM staff and USAGM broadcasting services representatives as designated by the COR. The Contractor shall issue individual usernames and passwords for each user, usernames and passwords for USAGM

broadcasting services representatives will have access limited to only statistics for the service they represent.

The statistics must include for the client software service, for each USAGM web site:

- Total traffic to the site by volume of data transferred (in Megabytes / Gigabytes / Terabytes as appropriate)
- Number of sponsorship impressions
- Number Sponsorship clicks.
- Number of IP addresses
- Country and city of IP address origin

3.4.4 The Contactor shall implement a method to independently verify traffic to USAGM web sites through the client software service, using USAGM's commercially-provided web analytics system. The COR shall provide to the Contractor a list of domains for USAGM web sites to be tracked using this method. The Contractor shall propose in writing a tracking method which will allow USAGM to clearly identify traffic from Contractor's servers (e.g. URL tagging, unique User-Agent string, enumeration of Contractor's IP addresses), which shall be approved by the COR in writing. This method must not compromise Contractor's ability to resist blocking of their traffic (per 3.2.13).

3.4.5 The Contractor shall provide a written monthly status report no later than ten (10) business days after the previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as the statistics gathered as identified in 3.4.3 in aggregate regarding the use and performance of the system, including total number of end users, amount of data transferred, and overall system uptime and availability.

4. STATEMENT of WORK SPECIFICATIONS– Circumvention Client Software- Task Area 1 Sub-Task 3

4.1 SUB –TASK 3 – Software Development Kit (SDK)

The Contractor shall implement a system (hereinafter referred to as "Software Development Kit") to circumvent Internet censorship imposed by foreign governments and ISPs which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service.

4.2 TECHNICAL REQUIREMENTS

4.2.1 The SDK system must allow Internet users in target countries to use client software or a mobile application to circumvent the censorship of the Internet within their country by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic IP addresses which cannot easily be enumerated and blocked.

4.2.2 The Contractor shall provide a documented software development kit (hereafter "SDK service") to allow access to the client software service programmatically using client software written by parties other than the Contractor. The Contractor shall provide support for the SDK access to allow client software written by parties other than the Contractor to access the client software service without additional work from Contractor.

4.2.3 USAGM's preference is that the source code of the SDK software be freely available to the general public for download from the web, and licensed under an open source software license (e.g. GNU General Public License, Apache License, or BSD License). This does not however preclude the Contractor from making closed source, proprietary modifications to support the requirements of this contract so long as the open source license used allows such proprietary modifications. ***The offer should ensure that its proposal addresses whether it makes its source code for client and server software freely available to the general public for download from the web and licensed under an open source software license.**

4.2.4 The SDK service shall have service availability (up time) of 99.9% per year.

4.2.5 The SDK service shall have the capability to support up to 250,000 simultaneous users across all services.

4.2.6 The SDK service must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the COR, which shall be no greater than 7 days from award.

4.2.7 The Contractor shall ensure the SDK service has the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure SDK service is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

4.2.8 The Contractor shall provide technical support and assistance to USG personnel or third parties (as designated by the COR) for integration of third-party client

software written by other than the Contractor to permit such software to access Contractor's SDK service. The Contractor shall provide on average 8 hours of SDK support per month for the initial period of this contract, as well as any optional contract extensions. The COR may direct the Contractor to provide more or less than 8 hours during any given month, however the total number of hours shall not exceed 8 hours times the number of months of the period of performance of this contract, as well as any optional contract extensions.

4.2.9 OPTION: If additional technical support and assistance for integration of third-party client software (per 4.2.8) is needed in excess of 8 hours times the number of months of period of performance of this contract, the Contracting Officer may award this option to require the Contractor to be available to perform 5 hours of API integration assistance as directed by the COR to one or more third parties, and this option may be awarded multiple times.

4.3 ADMINISTRATIVE REQUIREMENTS

4.3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

4.3.2 The Contractor shall submit all software, including source code, used to provide the client software service to an independent security audit per the terms of the attached "Security Audit Standards" document. The Contractor must include the costs for compliance with these requirements, including the hiring of an independent auditor, to the base cost, as well as the costs of option years, of this contract.

4.4 DELIVERABLES

4.4.1 The Contractor shall provide a written monthly status report no later than ten (10) business days after the previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as aggregate statistics regarding the use and performance of the system, including overall system uptime and availability.

5. Requirement for Security Audit Standards- See attached document for guidance

6. Metrics

The Contractor shall provide to the COR and other specified USAGM personnel on-demand access to performance metrics for the use of systems specified in each task. Depending on the nature of the task, this may include both instantaneous (real-time or near real-time) metrics as well as aggregate metrics over specified time periods (i.e. daily, weekly, monthly) and may include such description elements as the number of users, number of visits, breakdown of users by country or origin, destination web site and pages visited, protocol of traffic used, and network bandwidth used.

7. Skill or Relevant Experience Requirement

Each major area of the Contractor's performance requires specialized skills, experience, and capabilities. The Contractor shall be responsible for employing qualified personnel to perform the services required by the resultant Task Order.

The Contractor shall have the personnel, organization, and administrative control necessary to ensure that each task is completed satisfactorily. If questions arise whether the Contractor is using other than qualified personnel, the Contractor shall furnish proof that its personnel possess the proper certifications, qualifications and experience.

8. Acceptance Criteria for Performance and Deliverables

The Contractor shall provide Performance and Deliverables that meet the following criteria:

- **Quality Measures** - Quality measures, as set forth below, will be applied to Overall Performance and to each Deliverable.
- **Accuracy** - Deliverables shall be accurate in presentation and technical content and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness –** Deliverables shall be comprehensive and fully developed.
- **Clarity** - Deliverables shall be clear and concise.
- **Timeliness** - Deliverables shall be generated on or before specified and mutually agreed upon due dates or in accordance with a later scheduled date, should the Contractor and the COR mutually agree upon a later scheduled date.
- **Format** - Deliverables shall be submitted in hard and/or soft copy, as appropriate. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.
- **Inspection and Acceptance Criteria –** Final inspection and acceptance of all Deliverables will be performed on-site by the BOC COR.
- **Quality Assurance/Acceptance –** The Task Manager (TM) and BOC COR will review all draft and final Deliverables that the Contractor submits for completeness, and may return them to the Contractor for correction. Absence of any comments by the BOC COR will not relieve the Contractor of the responsibility for complying with the requirements of this contract. Final approval and acceptance of Deliverables will be granted by the TM and the COR via signature.

9. Contacting Officer's Representative

__TBD_____is hereby designated as the Contacting Officer's Representative (COR) for this task order. The COR or may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the task order. The COR and is located at:

The Contractor shall provide the deliverables to the Government as set forth in the table below:

Address		
Role	**Recipient**	**Contact Information**
COR		

10. Evaluation Factors For Award

Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the Government's following two (2) factors: The following evaluation factors, listed in descending order of importance, will be used to evaluate the offers

- **Factor 1 –** Technical/and Management Approach
- **Factor 2 –** Price Factor

Factor 1, is the Technical Factor. Factor 2 will be evaluated separately and applied in the determination of best value.

Factor 1: Technical and Management Approach

Technical Approach

An assessment of the proposed technical solution will include an evaluation of the Contractor's understanding of, approach for, fulfilling the technical requirements, based on the depth, and completeness of providing a solution to the Government's requirements as stated in the statement of work (SOW)

Management Approach

USGM is seeking a capable, financially sound company with a demonstrated commitment to quality assurance as well as a demonstrated ability to provide the professional services necessary to fulfill the support of the requirement. An assessment of the proposal will include an evaluation of the Contractor's approach for fulfilling all requirements, including ability to fulfill operational, support and reporting requirements and ability to meet required delivery timeframes.

Factor 2: Price

General

The price evaluation will include price completeness and accuracy, price realism, price reasonableness, price risk, and total cost to the Government.

Price Realism

The Offerors are placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

Price Reasonableness
An evaluation of the Offerors' price proposals will be made to determine if they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal. Reasonableness determinations will be made by determining if competition exists, by comparing bid prices with established commercial or GSA price schedules, or by comparing bid prices with the Government estimate.

Price Risk
Price risk refers to any aspect of the Offerors' proposals that could have significant negative cost consequences for the Government. Proposals will be assessed to identify potential price risk. Where price risk is assessed, it may be described in quantitative terms or used as a best value discriminator.

Price-Related Factor Evaluation

The price proposal will be evaluated on the total of the base year price plus any option periods. The Government will evaluate offers for award purposes by adding the total price for all quantities and services for a solution.

Best Value Award Determination

The USAGM's evaluation will be based on a process of trade-offs that will result in a best value solution. Accordingly, the Government intends to make one or more awards under this solicitation based on factors other than price alone to one or more vendors whose proposal: (1) conforms to the solicitation requirements; (2) provides the best overall technical solution that meets the Government's needs; (3) whose experience and past performance history provides the Government with a high degree of confidence of the vendor's probability of successful contract performance; and (4) whose proposed price the Government deems fair and reasonable.

The Government is more concerned with obtaining superior technical and management capabilities than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve a slightly superior technical solution.

ATTACHMENT 1 -PRICING TABLE -TASK 1:CIRCUMVENTION CLIENT SOFTWARE SERVICES

Project Title:	TASK 1-Circumvention Client Software Services/Sub-Task Area 3-SDK
Requisition Number:	
Office	OIF
RFP #:	951700-20-R-0022
Expected Contract Type:	FFP with FFP Optional Requirements

FIRM FIXED PRICE REQUIREMENT	**SOW Reference**	**Base Period**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**	**Option 6**	**Option 7**	**TOTAL**
		3 months	**3 months**	**3 months**	**3 months**	**3 months**	**3 months**	**3 months**	**3 months**	
Task 1/Sub-Task Area 3-SOFTWARE DEVELOPMENT KIT(SDK)	4.1, 4.2.1 thru 4.2.8	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -

Optional Requirements		**Base Period**	**Option 1**	**Option 2**	**Option 3**	**Option 4**	**Option 5**	**Option 6**	**Option 7**
		3 months	**3 months**	**3 months**	**3 months**	**3 months**	**3 months**	**3 months**	**3 months**
5 hours additional SDK integration support	4.2.9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ATTACHMENT 1 -PRICING TABLE -TASK 1:CIRCUMVENTION CLIENT SOFTWARE SERVICES

Attachment 3

Project Title:	TASK 1-Circumvention Client Software Services/Sub-Task Area 2-Mobile Applications
Requisition Number:	
Office	OIF
RFP #:	951700-20-R-0022
Expected Contract Type:	FFP with FFP Optional Requirements

FIRM FIXED PRICE REQUIREMENT	**SOW Reference**	**Base Period 3 months**	**Option 1 3 months**	**Option 2 3 months**	**Option 3 3 months**	**Option 4 3 months**	**Option 5 3 months**	**Option 6 3 months**	**Option 7 3 months**	**TOTAL**
Task 1/Sub-Task Area 2 MOBILE APPLICATIONS-Client Software Services with a minimum of 100 TB	3.1,3.2.1, 3.2.3 thru 3.2.14, 3.2.16, 3.2.18 thru 3.2.21, 3.2.24	$	$	$	$	$	$	$	$	$ -

Optional Requirements	**SOW Reference**	**Base Period 3 months**	**Option 1 3 months**	**Option 2 3 months**	**Option 3 3 months**	**Option 4 3 months**	**Option 5 3 months**	**Option 6 3 months**	**Option 7 3 months**
API Access	3.2.2	$	$	$	$	$	$	$	$
Translation and localization of user interface for client software per language	3.2.15	$	$	$	$	$	$	$	$
Expanding client software service to additional USAGM broadcasting service	3.2.17	$	$	$	$	$	$	$	$
Price of increased data transfer per month	3.2.22								
250 TB per month		$	$	$	$	$	$	$	$
500 TB per month		$	$	$	$	$	$	$	$
750 TB per month		$	$	$	$	$	$	$	$
1000 TB per month		$	$	$	$	$	$	$	$
Additional data transfer per month over 1000 TB	3.2.23								
Price per 100 TB per month		$	$	$	$	$	$	$	$
5 hour API integration support	3.2.25								
Price per 5 hours		$	$	$	$	$	$	$	$

Project Title:	TASK 1-Circumvention Client Software Services/ Sub-Task Area 1-Desktop
Requisition Number:	
Office	OIF
RFP #:	951700-20-R-0022
Expected Contract Type:	FFP with FFP Optional Requirements

	SOW Reference	Base Period 3 months	Option 1 3 months	Option 2 3 months	Option 3 3 months	Option 4 3 months	Option 5 3 months	Option 6 3 months	Option 7 3 months	TOTAL
FIRM FIXED PRICE REQUIREMENT										
Task 1/Sub-Task Area 1-DESKTOP Client Software Services with a minimum of 100 TB	2.1, 2.2.1, 2.2.3 thru 2.2.14, 2.2.16, 2.2.18 thru 2.2.21, 2.2.24	$	$	$	$	$	$	$	$	$ -

Optional Requirements	SOW Reference	Base Period 3 months	Option 1 3 months	Option 2 3 months	Option 3 3 months	Option 4 3 months	Option 5 3 months	Option 6 3 months	Option 7 3 months
API Access	2.2.2	$	$	$	$	$	$	$	$
Translation and localization of user interface for client software per language	2.2.15	$	$	$	$	$	$	$	$
Expanding client software service to additional USAGM broadcasting service	2.2.17	$	$	$	$	$	$	$	$
Price of increased data transfer per month	2.2.22								
250 TB per month		$	$	$	$	$	$	$	$
500 TB per month		$	$	$	$	$	$	$	$
750 TB per month		$	$	$	$	$	$	$	$
1000 TB per month		$	$	$	$	$	$	$	$
Additional data transfer per month over 1000 TB	2.2.23								
Price per 100 TB per month		$	$	$	$	$	$	$	$
5 hour API integration support	2.2.25								
Price per 5 hours		$	$	$	$	$	$	$	$

ATTACHMENT 2
USAGM -**Security Audit Standards**

The United States Agency for Global Media will apply the following security audit standards to all Recipients that develop, modify, or maintain computer software for anti-censorship and secure communication technologies.

Definitions:

- **Funder:** The entity providing funds to support anti-censorship and secure communication technologies.

- **Recipient:** The entity receiving funds to develop, modify, or maintain computer software for anti-censorship and/or secure communication technologies.

- **Agreement:** The legal instrument used by the Funder to provide funds to the Recipient (e.g. contract, grant, or cooperative agreement.)

- **Developed Technology:** The software or hardware that has been implemented by the Recipient. This includes technologies developed, modified, or maintained under the Agreement, including all source code, build systems/tools, tests, design diagrams, hardware specifications, computer executable format code, etc.

- **Auditor(s):** A Funder approved independent third-party organization, which provides comprehensive security assessment audit services or products of Developed Technology.

- **Notable Risk:** A finding from a security audit that has been deemed to be a significant risk to the users of the Developed Technology. In the course of their business Auditors will provide guidance as to what constitutes significant risk (i.e. A "Critical" or "High" risk on a subjective scale.) Funder has final say on which particular reported issues constitute a Notable Risk that Receipts must take mandatory action to remediate or mitigate.

Standard Requirements:

- Within 60 days of the execution of the Agreement or prior to deployment for public use, the Recipient shall submit all Developed Technology directly to the Auditor which shall include architectural design and source code review.
- The Funder shall designate one or more Auditors to conduct the security audit at no expense to the Recipient.
- The Funder shall review and approve the audit scope of work prior to the start of the audit.
- The third-party security auditor may sign a non-disclosure agreement (NDA) provided by the Recipient, as a condition of accessing and reviewing the Recipient's Developed Technology. The NDA shall be subject to review and approval by the Funder, and must allow the third-party security auditor to disclose

all finding and results of their audit to the Funder, but shall not require disclosure of the Recipient's source code to the United States Government (USG). The NDA must include public disclosure provisions that allow for public reporting of vulnerabilities by that remain unresolved 180 days after the audit report has been delivered to the Recipient.

- If the Recipient has already within the previous year, or is currently undergoing, a comprehensive security audit conducted by an Auditor or third-party, the Funder may, at their discretion, accept the report from that Auditor or third-party in lieu of requiring a separate audit.
- The Recipient shall resolve all Notable Risks, and provide a report to the Funder outlining the steps they have taken to resolve all issues within 90 days of receiving the report from Auditor. Whenever possible or practicable, the Recipient shall provide documentation to attest to the implementation of changes necessary to resolve significant issues (such as access to public repositories of open-source code, if applicable, with logs of code updates).
- If deemed necessary by the Funder, the Recipient shall undergo a second, follow-up security audit to confirm Notable Risks have been remediated or mitigated.
- If all significant issues have not been resolved by the completion of a second audit, the Funder reserves the right to terminate the Agreement. Upon termination of the Agreement, the third-party auditor has the right to publically disclose all unresolved vulnerabilities.
- The Funder strongly encourages the Recipient to publish the final audit report once all vulnerabilities have been remediated. If any report is publicly disclosed in any manner (i.e. stored in source repository, blog post, web site, public FTP server, etc.) both Auditor and Funder shall be notified at least one week in advance.

U.S. AGENCY FOR GLOBAL MEDIA | UNITED STATES BROADCASTING BOARD OF GOVERNORS

330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

Issue date: August 24, 2020

Issue by: USAGM Office of Contracts

Subject: Task Order Request for Proposal #951700-20-R-0023/ TASK 2: **Clientless Web Proxies**

This is a FAR Part 13 solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information .This announcement constitutes the only solicitation; proposals are being requested and no other request for proposals will issued. This solicitation sets forth requirements for proposals for a Task Order contract to provide Circumvention Client Software Services as described in the attached Statement of Work (SOW). Proposals conforming to the solicitation requirements will be evaluated in accordance with the evaluation and award criteria set forth herein. Neither the solicitation nor any part of an Offeror's proposal shall be part of the contract except to the extent expressly incorporated therein by the Contracting Officer. The Offeror's proposal submitted in response to this solicitation shall constitute a firm offer

Proposal Instructions

General

Overview of Process

Proposals shall be delivered via email to Natalie Ellis, Contract Specialist, at nellis@usagm.gov, and J.R. Hill, Contracting Officer , at chill@usagm.gov, no later than 12:00 p.m. Eastern Daylight Time on Thursday August 27, 2020. The email Subject line should state **– Task 2-Clientless Web Proxies.** Offerors shall submit a copy of their written proposals using electronic media in the appropriate MS Word, Excel, and PowerPoint formats. Text shall be presented on 8 ½ x 11-inch paper in Arial or Times New Roman font, no smaller than 12-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes, and legends) with 1-inch margins. These documents may be submitted in PDF format if desired. No hard copies will be accepted.

The Government will award a contract to the responsible Offeror(s) whose proposal(s) the Government deems will result in the best value, price and other factors considered. Best value is defined as the offer that results in the most advantageous acquisition decision for the Government. The Government will select the "best-value" proposal using the factors listed in section 10 herein. An evaluation and analysis of each proposal received will be performed through an integrated assessment and trade-off analysis between technical (e.g., technical approach and past performance) and price factors.

**The offeror must complete the attached pricing table(s) for the base period and each option period for each sub-task as formatted. Failure to submit pricing information in the requested format may result in the offeror's disqualification.

Contract Type

The Government intends to award Firm Fixed Price Task Orders from this solicitation.

Place of Performance

All services shall be performed at the Contractor's facilities.

Period of Performance

(a) The base period of performance of this contract is from September 1, 2020 through November 30, 2020. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start date	End date
Option I	December 1, 2020	February 28, 2021
Option II	March 1, 2021	May 31, 2021
Option III	June 1, 2021	August 31, 2021
Option IV	September 1, 2021	November 30, 2021
Option V	December 1, 2021	February 28, 2022
Option VI	March 1, 2022	May 31, 2022
Option VII	June 1, 2022	August 31, 2022

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217–9.

(End of clause)

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. BACKGROUND

The United States Agency for Global Media (USAGM) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The USAGM's Office of Internet Freedom (OIF) supports the operations of several USG broadcasters, including the Voice of America (VOA), Radio Free Asia (RFA), Radio Free Europe / Radio Liberty (RFE/RL), Radio and TV Marti, and Middle East Broadcasting Networks, and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The OIF seeks to ensure Internet users in target countries are able to access and securely share USG broadcasters' online news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the OIF to meet its goals of providing uncensored Internet access using a network of servers as a tool to further its Internet anti-censorship efforts for USAGM broadcasters.

2 TECHNICAL REQUIREMENTS

2.1 The Contractor shall implement a system (hereafter "the web proxy service") to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using a browser-based web proxy with an aggregate monthly data transfer of 50 terabytes (TB) to end users of the web proxy service. This system must allow Internet users in target countries (see 2.18) to use a web browser to circumvent the censorship of the Internet within their country by accessing a web-based proxy operated by the Contractor which are distributed globally and use a diverse set of dynamic Internet Protocol (IP) addresses which cannot easily be enumerated and blocked.

2.2 The web proxy service shall not require users to login or set up accounts to use the advertised web proxy addresses, but shall have the capability to allow users to optionally set up accounts and receive a private web proxy address, and to share this private web proxy address with other users through social networking by granting permissions to the invited users.

2.3 The web proxy service shall be accessible by using only commonly and freely available web browsers and plug-ins including, at a minimum, Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome, Adobe Flash Player, and Microsoft Windows Media Player.

2.4 The web proxy service shall support display of web pages with embedded Adobe Flash content such as Flash videos and Flash animations.

2.5 Once the user has initiated a connection to the web proxy service through his/her web browser, the Contractor shall ensure all data packets transmitted between the end user's personal computer and his/her intended destination computer servers or websites shall be transmitted through the Contractor's web proxy network unless the user explicitly terminates the web proxy session by explicitly entering another URL in the browser address bar.

2.6 The Contractor shall ensure all data packets transmitted between web proxy users' personal computers and the Contractor's servers shall be encrypted using Secure Sockets Layer (SSL) and Secure Hypertext Transfer Protocol (HTTPS).

2.7 The Contractor shall provide USAGM a new set of web proxy addresses upon request by the Contracting Officer's Representative (COR) or when any of the current set of proxy addresses becomes inaccessible for users in targeted countries. The Contractor shall provide a new set of web proxy addresses to USAGM within 24 hours following the request or when Internet blockage in targeted countries is detected.

2.8 The web proxy service shall have service availability (up time) of 99.9% per year.

2.9 The web proxy service shall have the capability to support up to 250,000 simultaneous users in aggregate across all services.

2.10 The web proxy software must be ready for deployment on the day this contract is awarded. This does not apply to a reasonable time required for customization and set up, which shall be mutually agreed upon by the Contractor and the COR, which shall be no greater than 7 days from award.

2.11 A "jump bar" shall be provided on all web proxy servers to allow proxy users to navigate to any other website of their choosing, subject to restrictions stated in this Statement of Work.

2.12 The proxy service shall support the use of HTTP cookies. Cookies shall be encrypted and shall only be accessible by the Contractor's proxy servers. Cookies shall not be used to reveal proxy users' identity or retrieve any personal information.

2.13 The Contractor shall make its best effort to block sexually explicit, obscene, and illegal websites in accordance with the laws of the United States of America.

2.14 The Contractor shall ensure the web proxy service has the capability to avoid, resist, and recover from Internet blocking imposed by foreign governments and ISPs. The Contractor must ensure the web proxy service is able to circumvent censorship restrictions in both China and Iran as well as other target countries.

2.15 The web proxy service shall have the capability to gather user information (including, but not limited to, geo-location, date, time, and URL visited, etc.) and store such information in a secured log database, which is strictly controlled. The information gathered shall be provided to USAGM for analysis upon request.

216 In addition to American English, the user interface for the web proxy service shall be localized for China, Iran, Tibet, Vietnam, Burma, Turkmenistan, Uzbekistan, Azerbaijan, Kazakhstan, Kyrgyzstan, Tajikistan, Belarus, Ukraine, Russia, Ethiopia (in Amharic, Afan Oromoo, and Tigrigna), Cuba, Afghanistan (in Dari) and in Arabic for the Middle East. The Contractor shall localize the web proxy service for up to 4 additional languages to be determined by the COR during the term of the contract.

2.17 OPTION: If additional language translations and localizations are required, the Contracting Officer may award this option, and the Contractor shall translate and

localize the web proxy service user interface into one additional language as designated by the COR. This option may be awarded multiple times for multiple languages.

2.18 The Contractor shall provide separate web proxy addresses for each of the following USAGM broadcasting services, localized in a language per 2.16 (or in exercised option.2.17), each of which loads a distinct default URL as provided by the COR: Voice of America (VOA) Chinese, VOA Persian News Network, VOA Vietnamese, VOA Burmese, VOA Tibetan, VOA Ukrainian, VOA Russian, VOA Uzbek, VOA Horn of Africa (3 separate versions in Amharic, Afan Oromoo, and Tigrigna), VOA Azeri, VOA Afghan, VOA English, Radio Free Asia (RFA) Mandarin, RFA Cantonese, RFA Tibetan, RFA Vietnamese, RFA Uyghur, Radio Free Europe / Radio Liberty (RFE/RL) Turkmen, RFE/RL Uzbek, RFE/RL Azeri, RFE/RL Kyrgyz, RFE/RL Radio Farda, RFE/RL Belarus, RFE/RL Kazakh, RFE/RL Ukraine, RFE/RL Krymr, RFE/RL Tajik, Office of Cuba Broadcasting (OCB) Radio & TV Marti Noticias, Middle East Broadcasting Networks (MBN) Al-Hurra, MBN Radio Sawa. In addition, the Contractor shall extend this same support to up to 8 additional USAGM broadcast services as determined by the COR during the term of the contract.

2.19 OPTION: If support for additional USAGM broadcasting services are required, the Contracting Officer may award this option, and the Contractor shall provide new web proxy addresses for one additional USAGM broadcasting service in a language from those available per 2.16 (or in exercised option 2.17), with a default URL as provided by the COR. This option may be awarded multiple times for multiple additional USAGM broadcasting services.

2.20 The Contractor shall ensure the web proxy service does not purposely block users on mobile devices by restriction of web browser types allowed or other policy-based controls.

2.21 The Contractor must not display any intermediate or interstitial web pages to the user upon the user's loading the web proxy URL in their web browser. The user shall be taken directly to the proxied version of the target web page for the USAGM broadcaster to which the web proxy is assigned, with only the addition of the jump bar (per .2.11) to the page by the Contractor.

2.22 The Contractor shall provide aggregate monthly data transfer of 50 terabytes (TB) to end users of the web proxy service. This shall include only data transferred and delivered to users in target countries, and specifically exclude both data transferred from source web sites and servers into the Contractor's servers and network, as well as data transferred solely within the Contractor's servers and network. USAGM shall not be responsible for any overage; the Contractor must

use measures as outlined in 2.24 to handle demand for data transfer over the contracted limits.

2.23 OPTION: If the data transfer requirements for the web proxy grow beyond the limit stated in 2.22, the Contracting Officer may exercise this option to increase the monthly data transfer requirements to a new limit in 5 terabyte (TB) increments. The Contracting Officer may exercise this option multiple times.

2.24 In the event that user demands for data transfer for the web proxy service exceed the requirements as stated in 2.22 (and as modified by any award of options stated in.2.23), the Contractor may use some combination of rate limiting and traffic shaping techniques to ensure data transferred to end users is limited to meet the data transfer requirements for each service. Additionally, at the request of the COR, the Contractor shall restrict access to the services to users whose source IP addresses are within the target countries for the USAGM broadcasting services supported per 2.18 (and as modified by any award of options stated in.2.19) in order to reduce data transferred.

3 ADMINISTRATIVE REQUIREMENTS

3.1 The Contractor shall be available for a telephone conference call with the COR, other USAGM staff, and USAGM broadcasting service representatives at a mutually agreeable time on a periodic basis averaging 2 calls per month of approximately one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COR for execution of this contract.

4 DELIVERABLES

4.1 The Contractor shall deliver to the COR, and any USAGM staff and USAGM broadcasting services representatives designated by the COR within the time frame as agreed in 2.10, the initial URLs for each web proxy service for each USAGM broadcasting service.

4.2 The Contractor shall provide online web statistics updated at least hourly for the web proxy service, with secure access granted by username and password to the COR, and any other USAGM staff and USAGM broadcasting services representatives as designated by the COR. The Contractor shall issue individual usernames and passwords for each user, usernames and passwords for USAGM broadcasting services representatives will have access limited to only statistics for the service they represent.

The statistics must include for each of the web proxy service, for each USAGM web site:

- Total traffic to the site by volume of data transferred (in Megabytes / Gigabytes / Terabytes as appropriate)
- Number of page views
- Number of visits
- Number of IP addresses
- Country and city of IP address origin
- Top 100 pages by URL
- Total traffic to all sites by volume of data transferred
- Total number of page views to all sites
- Total number of visits to all sites
- Top 100 domains accessed by number of visits
- Number of IP addresses
- Country and city of IP address origin

4.3 The Contractor shall provide to the COR and USAGM staff designated by the COR, a URL, secured by username and password, for near real-time statistics, updated every 5 minutes, which when accessed provides a simple text file containing the aggregate usage of the web proxy service in the last 5 minutes, which contains on each line of the file only the country code for each of the target countries for the USAGM broadcasting services (per 2.18), followed by the number of unique IP addresses seen from that country code in the last 5 minutes, followed by the number of page views seen from that country code in the last 5 minutes. The order of the country codes must remain the same in each file, with any new country codes added to the end of the file, and each field separated by a single space.

4.4 The Contractor shall provide a written monthly status report no later than ten (10) business days after previous month, delivered to the COR, and any other USAGM staff and USAGM broadcasting service representatives designated by the COR, detailing work performed during the previous month. This report shall describe the work performed for specific requirements of this contract as well as the statistics gathered as identified in 4.2 in aggregate regarding the use and performance of the system, including total number of end users, amount of data transferred, and overall system uptime and availability.

4.5 The Contactor shall implement a method to independently verify traffic to USAGM web sites through the web proxy service, using USAGM's commercially-provided web analytics system. The COR shall provide to the Contractor a list of domains for USAGM web sites to be tracked using this

method. The Contractor shall propose in writing a tracking method which will allow USAGM to clearly identify traffic from Contractor's servers (e.g. URL tagging, unique User-Agent string, enumeration of Contractor's IP addresses), which shall be approved by the COR in writing. This method must not compromise Contractor's ability to resist blocking of their traffic (per 2.14)

5. **Requirement for Security Audit Standards- See attached document for guidance**

6. **Metrics**

The Contractor shall provide to the COR and other specified USAGM personnel on-demand access to performance metrics for the use of systems specified in each task. Depending on the nature of the task, this may include both instantaneous (real-time or near real-time) metrics as well as aggregate metrics over specified time periods (i.e. daily, weekly, monthly) and may include such description elements as the number of users, number of visits, breakdown of users by country or origin, destination web site and pages visited, protocol of traffic used, and network bandwidth used.

7. **Skill or Relevant Experience Requirement**

Each major area of the Contractor's performance requires specialized skills, experience, and capabilities. The Contractor shall be responsible for employing qualified personnel to perform the services required by the resultant Task Order.

The Contractor shall have the personnel, organization, and administrative control necessary to ensure that each task is completed satisfactorily. If questions arise whether the Contractor is using other than qualified personnel, the Contractor shall furnish proof that its personnel possess the proper certifications, qualifications and experience.

8. **Acceptance Criteria for Performance and Deliverables**

The Contractor shall provide Performance and Deliverables that meet the following criteria:

- **Quality Measures** - Quality measures, as set forth below, will be applied to Overall Performance and to each Deliverable.
- **Accuracy** - Deliverables shall be accurate in presentation and technical content and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness –** Deliverables shall be comprehensive and fully developed.

- **Clarity** - Deliverables shall be clear and concise.
- **Timeliness** - Deliverables shall be generated on or before specified and mutually agreed upon due dates or in accordance with a later scheduled date, should the Contractor and the COR mutually agree upon a later scheduled date.
- **Format** - Deliverables shall be submitted in hard and/or soft copy, as appropriate. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.
- **Inspection and Acceptance Criteria –** Final inspection and acceptance of all Deliverables will be performed on-site by the BOC COR.
- **Quality Assurance/Acceptance –** The Task Manager (TM) and BOC COR will review all draft and final Deliverables that the Contractor submits for completeness, and may return them to the Contractor for correction. Absence of any comments by the BOC COR will not relieve the Contractor of the responsibility for complying with the requirements of this contract. Final approval and acceptance of Deliverables will be granted by the TM and the COR via signature.

9. **Contacting Officer's Representative**

__TBD_____is hereby designated as the Contacting Officer's Representative (COR) for this task order. The COR or may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the task order. The COR and is located at:

The Contractor shall provide the deliverables to the Government as set forth in the table below:

Address		
Role	**Recipient**	**Contact Information**
COR		

10. **Evaluation Factors For Award**

Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the Government's following two (2) factors: The following evaluation factors, listed in descending order of importance, will be used to evaluate the offers

- **Factor 1 –** Technical/and Management Approach
- **Factor 2 –** Price Factor